



# REQUEST FOR PROPOSAL

## R15-132 IP

Date issued: 10/13/2015

# RECORDS STORAGE AND MANAGEMENT SERVICES

FOR  
THE CITY OF COLORADO SPRINGS  
OFFICE SERVICES

### PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference is scheduled for this solicitation at 10:00 A.M.  
Tuesday, October 22, 2015.

**PROPOSALS ARE DUE NO LATER THAN  
NOVEMBER 9, 2015 AT 2:00 P.M.**

**Contact**

Izabela Podlecki  
Contracting Specialist  
Colorado Springs, CO 80903-2599  
(719) 385-5287  
FAX (719) 475-8477  
ipodlecki@springsgov.com

**PROJECT BRIEF DESCRIPTION**

Provide Proposal for Records Storage and Management Services for the City of Colorado Springs.

**See Exhibit 6 - Scope of Work**

SECTION INDEX

SECTION I	PROPOSAL INFORMATION
SECTION II	PROPOSAL CONTENT
SECTION III	EVALUATION FACTORS
SECTION IV	CONTRACT GENERAL TERMS
SECTION V	APPENDICES/EXHIBITS

## Table of Contents

PROJECT BRIEF DESCRIPTION -----	2
SECTION I -----	6
1.0 PROPOSAL INFORMATION-----	6
1.1 SUBMISSION OF PROPOSAL-----	6
1.2 PRE-PROPOSAL CONFERENCE -----	6
1.3 NUMBER OF COPIES-----	6
1.4 SPECIAL TERMS AND CONDITIONS -----	6
1.5 PROPOSAL INFORMATION-----	7
1.6 RFP OBJECTIVE -----	7
1.7 CONFIDENTIAL OR PROPRIETARY INFORMATION-----	7
1.8 AMENDMENTS -----	7
1.9 WITHDRAWAL OR MODIFICATION OF OFFERS-----	8
1.10 ACCEPTANCE -----	8
1.11 PROPOSAL PREPARATION COST -----	8
1.12 AWARD-----	8
1.13 CONTRACT ADMINISTRATION-----	8
1.14 SCHEDULE OF EVENTS-----	8
1.15 INQUIRIES -----	8
1.16 PERFORMANCE PERIOD -----	9
1.17 DEBRIEFING -----	9
1.18 DULY AUTHORIZED SIGNATURE -----	9
1.19 SUBSTANTIVE PROPOSALS-----	9
1.20 OFFEROR'S QUALIFICATIONS-----	9
1.21 NON-COLORADO CORPORATIONS-----	9
SECTION II -----	10
2.1 PROPOSAL FORMAT -----	10
2.2 COVER LETTER-----	10
2.3 PROPOSAL CERTIFICATION-----	10
2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW -----	10
2.5 PROJECT APPROACH -----	10
2.6 STATEMENT OF QUALIFICATIONS -----	10
2.7 PERSONNEL -----	11
2.8 FEE SCHEDULE/COST PROPOSAL -----	11
2.9 REFERENCES -----	11
2.10 SUBMITTALS-----	11
2.11 AWARD-----	11
2.12 EXCEPTIONS -----	11
2.13 INSURANCE REQUIREMENTS -----	11
SECTION III -----	12
3.1 EVALUATION CRITERIA -----	12
3.1.1 FACILITY-TYPE OF STRUCTURE, LOCATION-----	12
3.1.2 PROJECT APPROACH -----	12
3.1.3 COST PROPOSAL -----	12
3.1.4 LOCAL AND ON-LINE CAPABILITIES -----	12
3.1.5 ABILITY TO MEET TH NEEDS OF THE CITY/INVENTORY -----	12
3.1.6 EXCEPTIONS PROPOSED-----	12
3.2. SELECTION COMMITTEE -----	12
3.3 AWARD OF CONTRACT -----	12
SECTION IV -----	13
4.0 CONTRACT TERMS AND CONDITIONS -----	13
4.1 CONTRACTOR'S CONDUCT -----	13
4.2 INTEGRATION -----	13
4.3 EMPLOYMENT OF ILLEGAL ALIENS -----	13

SECTION V	14
APPENDICES/EXHIBITS-----	14

**SECTION I**

**1.0 PROPOSAL INFORMATION**

Section I provides general information to potential Offerors on subjects such as where to submit proposals, number of copies, amendments, proprietary information designation, and other similar administrative elements. The Request for Proposal will be issued on or about July 6, 2015.

**GENERAL INFORMATION**

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

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

**This particular solicitation is fully downloadable at no charge.**

**1.1 SUBMISSION OF PROPOSAL**

a. **Sealed proposals** are to be submitted to:

Izabela Podlecki  
Contracts Specialist  
30 S. Nevada Avenue, Suite 201  
Colorado Springs, CO 80903

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

b. **Date/Time:** Proposals shall be received on or before July 31,2015

c. **Identification of Proposal:**

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

**RFP No. R15-132 IP RECORDS STORAGE AND MANAGEMENT SERVICES**

**Due Date: November 9, 2015 2:00 PM.**

**Company:** \_\_\_\_\_

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

**1.2 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference is scheduled for **October 22, 2015 at 10:00 AM** of Colorado Springs CO., 30 S Nevada Ave. **Conference Room 201** Colorado Springs, CO 80903. This meeting is not mandatory. However all prime contractors are urged to attend. A photo ID is required upon entering the building.

**1.3 NUMBER OF COPIES**

Offerors shall submit one unbound original set and **five (5)** copies of the proposal documents. This will greatly facilitate the evaluation process. The proposal shall remain the property of the City of Colorado Springs. The unbound original copy shall be clearly marked '**ORIGINAL**'.

**1.4 SPECIAL TERMS AND CONDITIONS**

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

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

**1.5 PROPOSAL INFORMATION**

- a. All questions regarding proposal preparation, the selection process, specifications, and interpretations of the terms and conditions of the RFP shall be submitted in writing no later than **nine (9) calendar** days prior to the deadline for submission of offers.
- b. Following the award of a contract, responses to this solicitation may be subject to release as public information unless the response or specific parts of the response can be shown to be exempt from public information. Offerors are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City of Colorado Springs assumes no obligation or responsibility for asserting legal arguments on behalf of potential Offerors.

**1.6 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. In developing your response please feel free to 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 must be legible. Any and all corrections and or erasures must be initialed. Each proposal shall be accompanied by a transmittal letter signed in ink by an authorized representative of the Offeror. The contents of the proposal submitted by the successful Offeror may become part of any contract awarded as a result of this solicitation.

**1.7 CONFIDENTIAL OR PROPRIETARY INFORMATION**

If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must stamp 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 general and/or vague in nature. All offers and parts of offers, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

**1.8 AMENDMENTS**

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. The Offerors are required to acknowledge receipt of any Amendments (addenda) issued to this RFP by returning a signed copy of each amendment issued. Signed copies must be received on or before the time set for receipt of offers (see 1.1 above).

The City of Colorado Springs will post all addenda on the [Rocky Mountain E-Purchasing System](#). It is the Offeror's responsibility to check the web-site for posted addenda or contact the Contracting Specialist listed to confirm the number of Amendments which have been issued.

**1.9 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 (see 1.1 above).

**1.10 ACCEPTANCE**

- a. Any offer received shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussions or negotiations.
- b. 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 at any time within 60 calendar days from the date of submission deadline (see 1.1 above). The acceptance period of 60 calendar days from the date of submission will automatically be extended for an additional 60 calendar days unless the proposal expressly states in it that the acceptance period is limited to the initial 60 calendar day period.
- c. The City of Colorado Springs reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the 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 for non-responsiveness.

**1.11 PROPOSAL PREPARATION COST**

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

**1.12 AWARD**

The City of Colorado Springs intends to make an award using the evaluation criteria listed in the RFP to determine the best value considering all factors and criteria in the proposal submitted (see Section III for evaluation elements).

**1.13 CONTRACT ADMINISTRATION**

The City of Colorado Springs, shall be responsible for the administration of the contract and for compliance with the interpretation of scope, scheduled services and cost compliance.

**1.14 SCHEDULE OF EVENTS**

The upcoming schedule of events is tentatively scheduled as follows:

Advertise (Post on City Web-site)	<u>October 13, 2015</u>
Issue Request for Proposal	<u>October 13, 2015</u>
Pre-Proposal Conference	<u>October 22, 2015</u>
Proposal Due Date	<u>November 9, 2015</u>
Short List Selection (if applicable)	TBD
Short List Interviews (if applicable)	TBD
Award of Contract (Letter of Intent)	TBD
Notice-to-Proceed	TBD

**1.15 INQUIRIES**

Questions about the RFP shall be in writing and directed to Izabela Podlecki. A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.8 Amendments. Questions must be received no later than October 26, 2015 by 3:00 PM.

Izabela Podlecki  
Contracting Specialist  
Telephone (719) 385-5287  
Fax: (719) 475-8477  
E-mail [ipodlecki@springsgov.com](mailto:ipodlecki@springsgov.com)

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

**1.16 PERFORMANCE PERIOD**

Services to be provided will be coordinated with the City of Colorado Springs on an as needed and required basis. Contract period is negotiable but it is the City's intent to award for a period of three (3) years with additional two (2) one-year option periods at the City's sole discretion.

**1.17 DEBRIEFING**

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

A debriefing may be scheduled by contacting the Contracting Specialist listed above in 1.15. The Contracting Specialist must receive a written request for debriefing no later than ten (10) calendar days after notification that your firm was not selected.

**1.18 DULY AUTHORIZED SIGNATURE**

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

**1.19 SUBSTANTIVE PROPOSALS**

The contractor shall certify (a) that contractor's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that contractor has not directly or indirectly induced or solicited any other contractors to put in a false or sham bid; (c) that contractor has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing a bid; and (d) that contractor has not sought by collusion to obtain for themselves any advantage over any other contractors or over the City of Colorado Springs; and (e) contractor shall not violate or cause any person to violate, the Colorado Code of Ethics (C.R.S. 24-18-101 et. seq.).

**1.20 OFFEROR'S QUALIFICATIONS**

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

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

**1.21 NON-COLORADO CORPORATIONS**

Unless waived by the City of Colorado Springs, before or at the time that the contract is awarded to a corporation outside the State of Colorado, such corporation 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 corporation 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. There shall also be procured from the Colorado Secretary of State a certified copy of the designation of place of business and appointment of agent for service of process, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

**1.21 PROCUREMENT RULES AND REGULATIONS**

All formal 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 Contracting web-site [www.coloradosprings.gov/contracting](http://www.coloradosprings.gov/contracting). Any discrepancies or conflicting statements, decisions regarding irregularities, clauses or specifications will be

rectified utilizing the City's Procurement Rules and Regulations. It is the respondent's responsibility to advise the Contracting Specialist listed in these solicitation documents of any potential discrepancies, conflicting statements, clauses or specifications prior to the receipt date and time. Additionally, the City's Standard Specifications and General Provisions apply to all construction related projects.

## SECTION II

### 2.1 PROPOSAL FORMAT

Your written proposal should include the information in the format outlined below and be limited to no more than twenty-five (25) pages. We recommend that you include concise, but complete, information about your firm emphasizing why you believe your firm to be uniquely qualified to provide the required services. "Short listed" firms, if applicable, may be required to make a formal in-person presentation to the selection committee. **A page shall be defined as 8-1/2" x 11", single sided with a minimum font of 10.** The only exception to the 8-1/2" x 11" paper size is that the proposed project schedule can be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule shall be counted in the overall page limitations above. The following listed Exhibits are not count against the page limit:

Exhibit 1	Proposal Certification
Exhibit 2	Representations and Certifications
Exhibit 4	Exceptions
Exhibit 5	Minimum Insurance Requirements
Exhibit 7	Cost Proposal

### 2.2 COVER LETTER

Cover letter shall be no more than one page.

### 2.3 PROPOSAL CERTIFICATION

Use Exhibit 1

### 2.4 REPRESENTATIONS AND CERTIFICATIONS

Use Exhibit 2

### 2.5 ORGANIZATIONAL BACKGROUND AND OVERVIEW

Provide a brief history and overview of your company and its organizational structure, with special emphasis on its understanding of the project and how the company proposes to fulfill the project needs of the City of Colorado Springs Office Services. Please include the following information:

- A. Basic Information: name, address, telephone numbers of local key contact people.
- B. Organizational Structure. Please be specific and provide detailed job descriptions.
- C. General description of background and experience indicating similar projects.
- D. Detailed description of the facility where records are to be stored.

### 2.6 PROJECT APPROACH

Provide detailed information about the proposed management of the project.

- A. Indicate the firms understanding of the project by providing a detailed narrative that addresses each bulleted item in the Exhibit 6 General Scope of Work.
- B. Indicate a clear method of utilization by multiple users.
- C. Detail your on-line capabilities. Indicate also if a service request can be generated by facsimile. Clearly indicate how orders can be placed locally.

### 2.6 STATEMENT OF QUALIFICATIONS

Submit a general description on a company-wide basis of your firm's background, and qualifications to provide the services and requirements indicated in the Scope of Work.

**2.7 PERSONNEL**

The quality of personnel is extremely important in the City of Colorado Springs' decision-making process for awarding this contract. Indicate specifically what person should be contacted for billing questions, daily activity and general questions. In this section, please submit the following information:

A. Person to be in charge of the project.

B. How your firm is capable of meeting the needs of the City on a daily basis.

**2.8 COST PROPOSAL**

In the cost summary, please provide the requested information in all areas. Please be specific and detailed in your response (See Exhibit 7).

**2.9 REFERENCES**

Provide a list of clients and references, specifically including any clients whom you believe may be similar in nature to this RFP. Also include a list of current clients and current projects the firm is presently working on.

**2.10 SUBMITTALS**

Submit five (5) copies and one (1)-unbound original of all information requested herein, including all Attachments.

**2.11 AWARD**

Proposals submitted which do not meet the requirements of this Request will be considered non-responsive and will not receive further consideration. Follow-up calls for missing or incomplete information will not be made.

All responsive proposals received for this project will be reviewed and ranked on a basis which would best serve the interests of the City of Colorado Springs based on the evaluation criteria defined in Section III. The firm which is selected will be that which best serves the interests of the City of Colorado Springs and will be given the first right to negotiate an agreement acceptable to the City. In the event that an agreement satisfactory to the City cannot be reached, the City may enter into contract negotiations with one or more of the remaining qualified firms.

**2.12 EXCEPTIONS**

Please note that all Offerors must complete and return with their proposal, Exhibit 4, Exceptions Form.

**2.13 INSURANCE REQUIREMENTS**

Please note that all Offerors must complete and return with their proposal, Exhibit 5, Minimum Insurance Requirements.

**2.13 INVENTORY METHODOLOGY**

Contractor will be required at the beginning of the contract to conduct an inventory of all boxes in storage. The method for conducting this inventory must be approved by the City. Please provide in detail the methodology your firm would use in conducting this inventory and the final documentation that would be provided to the City. Please specify if City of Colorado Springs could conduct their own independent inventory.

## SECTION III

**3.1 EVALUATION CRITERIA****3.1.1 FACILITY- TYPE OF STRUCTURE, LOCATION**

See Scope of Work Exhibit 6

**3.1.2 PROJECT APPROACH**

See Section II - Item 2.5

**3.1.3 COST PROPOSAL**

See Section II, 2.8

**3.1.4 LOCAL AND ON-LINE CAPABILITIES**

See Scope of Work, Exhibit 6

**3.1.5 ABILITY TO MEET THE NEEDS OF THE CITY/INVENTORY METHODOLOGY****3.1.6 EXCEPTIONS PROPOSED**

See Exhibit 4

**3.2. SELECTION COMMITTEE**

A selection committee will screen all proposals. Proposals will be ranked according to evaluation criteria, as outlined in the Request for Proposal. Through this process, the City will determine which proposals are acceptable or unacceptable. The City will notify, in writing, the participating firms whose proposals are deemed to be unacceptable. Those firms offering proposals deemed to be acceptable by the City will be evaluated by the selection committee. The selection committee may determine it necessary to require oral presentations or interviews with the "short listed" Offerors considered to be in the competitive range.

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

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

**3.3 AWARD OF CONTRACT**

The City reserves the right to award this contract not necessarily to the Offeror with the most advantageous price, but to the firm that demonstrates the best ability to fulfill the requirements of this Request for Proposal. The City will select the most qualified firm that was proven to understand the needs and scope of the proposal. A contract prepared by the City will then be negotiated with the successful firm. In the event a contract cannot be negotiated with the top ranked firm, the City may enter into negotiations with the second highest ranked firm or the City may decide to call for new proposals. Immediately after the notice of award, the 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 startup.

**SECTION IV**

**4.0 CONTRACT TERMS AND CONDITIONS**

In addition to the contract terms and conditions listed below, the City's sample contract, see Exhibit 3, contains contract terms and conditions.

**4.1 CONTRACTOR'S CONDUCT**

- 4.1.1 The contractor shall not display signs, or other advertising matter of any kind within or outside of the City limits of Colorado Springs area without the prior written permission of the City.
- 4.1.2 The contractor shall ensure that the contractor's personnel are courteous to the public, patrons, and all other persons.
- 4.1.3 All employees or other personnel of the contractor working on City property shall be of lawful working age. The contractor shall comply with all federal, state, and local labor and employment laws; and all personnel of the contractor shall be competent to do the work assigned to them by the contractor.

**4.2 INTEGRATION**

Any resultant contract will be a completely integrated contract and contain the entire agreement between the parties. Prior written or oral agreements, if any, shall be deemed of no effect and shall not be binding upon either party, unless incorporated by reference into the resultant contract. That contract may not be amended except in writing signed by all parties to the contract.

**4.3 EMPLOYMENT OF ILLEGAL ALIENS**

A law addressing the employment of illegal aliens (CRS 8-17.5-102) on public works projects became law effective July 1, 2007. The following clauses will be incorporated into all City of Colorado Springs contracts executed after July 1, 2007.

- a. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, or (ii) has attempted to verify through participation in the Department of Homeland Security's Basic Pilot Program that the contractor does not employ any illegal aliens. If the contractor has not been accepted into the Basic Pilot Program prior to entering into this Agreement, the Contractor shall apply to participate in the Basic Pilot Program (unless it has been discontinued) every three months after entering this Agreement until the Contractor either is accepted or this Agreement has been completed, whichever is earlier.
- b. Notwithstanding subparagraph (a) of this section of the Agreement, the Contractor shall not use or rely upon the Basic Pilot Program procedure for the purpose of pre-employment screening of job applicants during the performance of the obligations contained in this Agreement.
- c. If at any time prior to or during the performance of the Contractor's obligations contained in this Agreement, the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement for the Contractor knowingly employs or contracts with an illegal alien, the Contractor is required to (i) notify in writing both the subcontractor and the City within three (3) days after obtaining such knowledge that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and (ii) terminate the subcontract with the subcontractor if, within the three (3) days following receipt of such notice, the subcontractor does not stop employing or contracting with the illegal alien. The Contractor shall not terminate the contract with the subcontractor if, during the three (3) day period after actual knowledge of employment or contract with the illegal alien, the subcontractor provides information to the Contractor to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. For purposes of this subparagraph only, and without waiving or changing any other Notice Provisions in this Agreement, all notices to the City regarding this subparagraph shall be addressed to the City Procurement Services Manager, 30 South Nevada Ave., Suite 201, Colorado Springs, CO 80903, with a copy to the Office of the City Attorney, P O Box 1575, Colorado Springs, Colorado 80901-1575.
- d. The Contractor will comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment.

**SECTION V**

**APPENDICES/EXHIBITS**

- Exhibit 1 Proposal Certification
- Exhibit 2 Representations and Certifications
- Exhibit 3 Sample Contract
- Exhibit 4 Exceptions
- Exhibit 5 Minimum Insurance Requirements
- Exhibit 6 General Scope of Work
- Exhibit 7 Cost Proposal
- Exhibit 8 Sample Current Inventory
- Exhibit 9 Photos of pallets

**EXHIBIT 1 PROPOSAL CERTIFICATION**

1. Principal place of Business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does Offeror have an established office or facility in Colorado Springs? Yes\_\_\_ No\_\_\_

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

Colorado Springs facility - Year established\_\_\_\_\_

% of Services that will be provided from this location

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_%

2. \_\_\_ The ability to provide a certificate of insurance evidencing the required coverage types and limits specified in Minimum Insurance Requirements Exhibit 5. (It will be necessary that this certificate reflect the City of Colorado Springs as an Additional Insured as applicable.)

Indicate your ability to comply with the following requirements:

The City shall be added as an Additional Insured to all liability policies: Yes\_\_\_ No\_\_\_

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

Yes\_\_\_ No\_\_\_

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

Name: \_\_\_\_\_

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

Yes\_\_\_ No\_\_\_

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

No\_\_\_

2. \_\_\_\_\_ One (1) copy of the 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.

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

Yes\_\_\_ No\_\_\_

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

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

The Offeror certifies that no person or firm other than the Offeror or as otherwise indicated has any interest whatsoever in this offer or the 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.

**CITY OF COLORADO SPRINGS**

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

**EXHIBIT 2 REPRESENTATIONS AND CERTIFICATIONS**

**1. INSURANCE REQUIREMENTS**

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

---

Initials for 1

**2. ETHICS VIOLATIONS**

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

---

Initials for 2

**3. ILLEGAL ALIENS**

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

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

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

\_\_\_\_\_  
Initials for 3

**4. COOPERATION WITH OTHER CONTRACTORS**

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

\_\_\_\_\_  
Initials for 4

**5. INTERNET USE**

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

\_\_\_\_\_  
Initials for 5

**6. LITIGATION**

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

\_\_\_\_\_  
Initials for 6

**7. CONTRACTOR'S REGISTRATION INFORMATION**

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

\_\_\_\_\_ Small Business

\_\_\_\_\_ Minority Owned Business/Small Disadvantaged Business

- \_\_\_\_\_ Woman Owned Business
- \_\_\_\_\_ Veteran Owned Business
- \_\_\_\_\_ Service-Disabled Veteran Owned Business
- \_\_\_\_\_ HUBZone Business

\_\_\_\_\_  
Initials for 7

**8. CONTRACTOR PERSONNEL**

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

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

\_\_\_\_\_  
Initials for 8

**9. CONTRACTOR'S ACCEPTANCE OF CREDIT CARD PAYMENT METHOD**

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

\_\_\_\_\_  
Initials for 9

**10. CONTRACTOR'S CERTIFICATION**

The undersigned hereby affirms that:

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

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

\_\_\_\_\_  
Initials for 10

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

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

\_\_\_\_\_  
Initials for 11

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

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

\_\_\_\_\_  
Initials for 12

EXHIBIT 3 SAMPLE CONTRACT



MUNICIPAL SERVICE CONTRACT

CONTRACT NUMBER:		PROJECT NAME/TITLE	
VENDOR/CONTRACTOR			
CONTACT NAME:		TELEPHONE	
ADDRESS:			
FEDERAL TAX ID #		PLEASE CHECK ONE:	<input type="checkbox"/> CORPORATION <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP
CITY CONTRACTING SPECIALIST	NAME & PHONE#	CITY DEPT REP	Name & Phone# & Department Name
NOT TO EXCEED CONTRACT AMOUNT:		CITY ACCOUNT #	Acct Code (5) Fund (3) Dept (4) Project (7)

THIS FIRM FIXED PRICE CONTRACT, in the Not to Exceed amount of \$\_\_\_\_\_ made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 201X by and between the Pikes Peak Rural Transportation Authority (PPRTA), the City of Colorado Springs, Colorado, a municipal corporation, in the County of El Paso, State of Colorado, party to the first part hereinafter in the Contract Documents referred to as the "City", and \_\_\_\_\_, and trading as an individual or acting as partners consisting of or a corporation organized and existing under the laws of the State of Colorado, hereinafter in the Contract Documents called the "Contractor"; party of the second part.

**1. CONTRACTOR SHALL PROVIDE ALL MATERIALS, LABOR, AND EQUIPMENT TO PERFORM SAID SERVICES FOR THE CITY OF COLORADO SPRINGS:** \_\_\_\_\_

In consideration of said compensation payments, the Contractor agrees to perform all services, work, and/or provide all materials, supplies and equipment, and to carry out the provisions of this Contract in a good and workmanlike manner to the satisfaction of the City. If the performance of this Contract involves the services of others or the furnishing of equipment, supplies or materials, the Contractor agrees to pay for the same in full and at the time of payment by the City, to certify in writing to the City that said payments have been so made.

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

**3. TERM OF CONTRACT.** The term of this contract shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_ unless earlier terminated under this contract, or otherwise changed by Contract modification. The City shall have the

CITY OF COLORADO SPRINGS

unilateral option of extending services beyond the term of the contract, including all options, for a period not to exceed a total of six (6) months if additional time is necessary to solicit and award a new contract. Options to extend services shall be exercised upon written notification (mailed or otherwise furnished) to the contractor at least fifteen (15) days prior to the expiration date of the contract.

**4. NOTICE.** Any notice to the parties required under this contract shall be in writing delivered to the person designated below as Contract Coordinator at the indicated address unless otherwise designated in writing. Only postage by United States mail or in hand delivery shall be utilized.

FOR THE CITY	FOR THE CONTRACTOR
Contact: _____	Contact: _____
Address: _____	Address: _____
City/State: _____	City/State: _____
Zip: _____	Zip: _____

**5. ADDITIONAL TERMS AND PROVISIONS.** The following listed additional provisions are made a part of this contract and attached hereto, \_\_\_\_\_

**6. COMPLIANCES.** In the conduct of the said services/work or the labor, supplies, equipment or materials contemplated hereunder, the Contractor shall comply will all applicable state, federal and local law, rules and regulations, technical standards or specifications issued by the City. Contract must qualify for and obtain any required licenses prior to commencement of work.

**7. INDEPENDENT CONTRACTOR.** Contractor understands and agrees that the Contractor and Contractor's employees, agents, servants or other personnel are not City employees. Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to Contractor or any of Contractor's employees, agents, servants or other personnel performing the service or work or supplying equipment or materials specified herein, whether it be of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither Contractor nor Contractor's employees, agents, servants or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

**8. NON-DISCRIMINATION.** Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, national origin, religion, age, handicap or veteran status. Contractor will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, or national origin. Contractor will cooperate with the City in using Contractor's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts or work under this contract.

**9. HOLD HARMLESS.** Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all loss, damages, injuries, claims, cause or causes of action, or any liability of any kind whatsoever resulting from, or arising out of or in connection with the services/work or equipment/materials provided by Contractor pursuant to this contract.

**10. ASSIGNMENT.** Contractor shall not assign or otherwise transfer this contract of any right or obligations therein without first receiving prior written consent of the City.

**11. FISCAL OBLIGATIONS OF CITY**

This Agreement is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which

may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Agreement at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Agreement.

**12. CHANGE ORDERS.** The funds appropriated for this contract are equal to or exceed the awarded contract amount. The Contractor and the City agree and acknowledge as a part of this contract, that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the contract to exceed the amount appropriated for this contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in this contract. The Contractor and the City further agree and acknowledge as a part of this contract that no change order or other form or order or directive which requires additional compensable work to be performed under this contract shall be issued by the City unless funds are available to pay such additional costs, and regardless of any remedy-granting provision included within this contract, the Contractor shall not be entitled to any additional compensation for any additional compensable work performed under this contract, and expressly waives any rights to additional compensation, whether by law or equity, unless prior to commencing the additional work, the Contractor was given a written change order describing the additional compensable work to be performed, and setting forth the amount of compensation to be paid, which change order was signed by the authorized City representative. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this contract.

**13. CONTRACT INTERPRETATION.** No amendment or modification of this contract shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this contract. The laws of the State of Colorado shall govern this contract. This is a completely integrated contract and contains the entire contract of the parties, and any prior written or oral contracts which are different from the terms, conditions and provisions of this contract shall be of no effect and shall not be binding upon either party. Any judicial action under the terms of this contract shall be exclusively in the District Court for El Paso County, Colorado.

**14. COMPLIANCE WITH IMMIGRATION AND CONTROL ACT.** Contractor certifies that Contractor has complied with the United States Immigration and Control Act of 1986. All persons employed by Contractor for performance of this contract have completed and signed Form I-9 verifying their identities and authorization for employment.

**15. TERMINATION OF CONTRACT.**

- A. In the event of default by the Contractor, the City may give ten (10) days written notice to the Contractor of the City's intent to terminate the contract. Contractor shall have ten (10) days from notification to remedy the conditions constituting the default. Failure to cure may result in immediate termination for default.
- B. The City may terminate the contract at any time it is found that reason beyond the control of either the City or Contractor make it impossible or against the City's interest to complete the contract. The City may also terminate this contract at any time if it is found that the Contractor has violated any term or condition of this contract or that Contractor has failed to maintain worker's compensation insurance or other insurances provided for in this contract. In such case the Contractor shall have no claims against the City except for the value of the work performed up to the date the contract is terminated.
- C. In the event that this contract is terminated in accordance with the section, the City may take possession of any work and may complete any work by whatever means the City may select.
- D. The City may terminate performance of this contract in whole, or from time to time, in part if the City determines that a termination is in the City's interest. The Contractor after receipt of a Notice of Termination shall stop work as specified under the contract, place no further subcontracts or orders for materials terminate all subcontracts to the extent they relate to the termination, assign title and interest of all work and material used in the work.

- E. If the contract is terminated for convenience, The City will conduct an audit of the Contractor's costs to determine reasonable costs expended to date of termination, or the City may determine the contractor's costs based on the schedule of values or exact cost of any bid item (s) completed and accepted. The Contractor will not be reimbursed for any anticipated profit. The cost that is most advantageous to the City will be used for determining final payment to Contractor.

**16. DELIVERY AND TAXES.** The City may cancel this contract or any portion thereof if delivery is not made when and as specified, time being the essence of this contract. Contractor shall pay the City for any loss or damage sustained by the City because of failure to perform in accordance with this contract. The contractor shall pay all sales and use taxes required to be paid to the State of Colorado on the work covered by this contract. The Contractor shall execute and deliver and shall cause his subcontractors to execute and deliver to the City, certificates as required, to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and therefore, not subject to state and local sales tax, use tax or federal excise taxes.

**17. BOOKS OF ACCOUNT AND AUDITING.** The Contractor shall make available to the City if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The City's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Contract which are routinely prepared, collected or compiled by the Contractor during the performance of this contract. The City's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related documentation. The Contractor shall make all documentation available for examination at the Auditor's request at either the Auditor's or Contractor's offices, and without expense to the City.

**18. INDEMNIFICATION CLAUSE**

Contractor shall indemnify, hold harmless and, not excluding the City's right to participate, defend the City, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the City.

**19. GRATUITIES:**

- A. The right of the Contractor to proceed or otherwise perform this Contract, and this Contract may be terminated if the City Manager and/or the City Contracting Manager determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a City officer, employee, agent or contractor for the purpose of influencing any decision to grant a City Contract or to obtain favorable treatment under any City Contract.
- B. The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or any thing of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.
- C. Contract termination under this provision shall constitute a breach of contract by the Contractor, and the Contractor shall be liable to the city for all costs of reletting the contract or completion of the contract. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated,

the Contractor shall be subject to debarment under the City's Procurement Regulations. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract."

**20. PAYMENTS.** The City shall pay the Contractor, upon submission of proper invoices, the prices stipulated in the contract for services rendered and accepted, less any deductions provided in this contract within 30 days. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the City if

- A. The amount due on the deliveries warrants it; or
- B. The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

**21. SUB-CONTRACTORS, OUT-SIDE ASSOCIATES, AND OTHER CONTRACTORS**

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

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

- A. Definition of "services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City during contract performance and for as long afterwards as the contract requires.
- C. The City has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The City shall perform inspections and tests in a manner that will not unduly delay the work.
- D. If the City performs inspections or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E. If any of the services do not conform to contract requirements, the City may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When defects in services cannot be correct by re-performance, the City may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect and reduced value of the services performed.
- F. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the City may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service or (2) terminate the contract for default.

**23. ILLEGAL IMMIGRATION ACT**

Illegal Aliens - Public Contracts for Services - Compliance with Title 8, Article 17.5, Colorado Revised Statutes: The Contractor acknowledges, understands, agrees, and certifies that: In the performance of any work or the provision of any services by the Contractor under this Contract, the Contractor shall not knowingly employ or

**CITY OF COLORADO SPRINGS**

contract with an illegal alien to perform work under this contract; or Enter into a contract with any subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or under the subcontract to this contract. In The Contractor certifies in accord with Section 8-17.5-102(1) C.R.S. that, on the date the Contractor signs this contract, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this contract and that the Contractor shall participate in the e-verify program or Colorado Department of Labor and Employment program in order to confirm the employment eligibility of all employees who are newly hired for employment or to perform work under this contract. The contractor is expressly prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract is being performed. If the contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall notify the subcontractor and the City within three days that the contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during the three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor shall comply with any request by the City, federal government, or the Colorado Department of Labor and Employment made in the course of an investigation that the department, pursuant to the authority established in Section 8-17.5-102 C.R.S., or a City or federal investigation. If the contractor violates or fails to comply with any provision of C.R.S. 8-17-101 et seq, the City may terminate this Contract for breach of contract. If this contract is so terminated, the Contractor shall be liable for any actual and consequential damages to the City.

**CONTRACT SIGNATURE PAGE**

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

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

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

<b>THE CITY OF COLORADO SPRINGS, COLORADO:</b>
<b>JOHN W. SUTHERS, MAYOR</b>

<b>SECOND PARTY:</b>	
Corporate Name	
Signature	Date
Title	
Witness	

**EXHIBIT 4      EXCEPTIONS**

Print the words "no exceptions"(here)\_\_\_\_\_ if there are no exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your proposal.

**Note:** All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may effect the final scoring of proposals. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
(City, State and Zip Code)

Federal Tax ID#: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Return this form with your Proposal.

**EXHIBIT 5 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. X Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.

2. X Automobile Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.

3. X Commercial General Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.

4. \_\_\_\_\_ Builders Risk or Installation Floater Insurance will be provided by the Owner (excluding earthquake or flood). This insurance shall insure and protect from all insurable risks of physical loss or damage. Contractors and subcontractors will be covered, excluding their own machinery, tools and equipment. The deductible under The Builders Risk or Installation Floater shall be sustained and borne by the Contractor. Losses will be adjusted with and made payable to the Owner and others as their interests may appear.

5. X Professional Liability Insurance providing coverage for acts, errors or omissions committed or alleged to have been committed by architects and engineers arising out of the conduct of their professional practice. The coverage shall carry a project limit of \$500,000. The coverage shall have an extended reporting period of 2 years following the date of substantial completion of the project for reporting of claims.

6. \_\_\_\_\_ Pollution Legal Liability Insurance for limits not less than \$1,000,000 per occurrence (or claims made) and not less than \$1,000,000 aggregate for bodily Injury, Personal Injury and property Damage. This coverage must include any losses arising from transit exposures and also include all costs associated with clean-up, containment, and disposal of any hazardous liquids or materials.

7. **Except for workers compensation, employer's liability insurance, and Professional Liability Insurance** the City of Colorado Springs and the Pikes Peak Rural Transportation Authority 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 except for 10 day notice with respect to non-payment of premium.

8. \_\_\_\_\_ Medical Malpractice Liability Insurance for limits not less than \$1,000,000 per occurrence.

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

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

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Signature) (Date)

**EXHIBIT 6 GENERAL SCOPE OF WORK**

Prospective Contractors shall certify that they meet all of the following minimum qualifications:

- **STORAGE OF INACTIVE RECORDS.** Present volume, as of October 6, 2015, is 21,571 units stored, with a total of 27,034.21 cubic feet. Below breakdown represents the number of units by cubic feet:

Size in cf	Quantity	Total
40.00	3.00	120.00
4.80	14.00	67.20
3.60	357.00	1,285.20
2.40	349.00	837.60
1.50	94.00	141.00
1.44	4.00	5.76
1.35	1.00	1.35
1.20	19,850.00	23,820.00
1.00	523.00	523.00
0.90	25.00	22.50
0.63	351.00	221.13
<b>Total</b>	<b>21,571.00</b>	<b>27,044.74</b>

Annual growth of 500-1000 boxes is possible. The majority of the City's records will be in paper format, and will be stored in 1.2 cu. Ft. boxes. However, the vendor's warehouse must be capable of storing boxes of other sizes, and non-paper records, including electronic records and museum exhibits (textiles, etc.).

- **LOCAL FACILITY.** It is preferred that the Contractor has an adequate storage facility and customer research area within El Paso County, Colorado. All records must be stored in a facility with an automatic fire suppression system (fire detection only is not acceptable). Electronic records and Museum exhibits must be stored in a temperature-controlled environment with an automatic fire

suppression system other than liquid. Contractor must be able to provide adequate protection of City storage items in the event of flooding. Copy of storage facility specifications must be provided with RFP.

- **REFERENCES, REFILING, AND INTERFILING OF RECORDS.** Contractor must be able to provide the following services: Box pull, file pull, re-filing of boxes and files, file searches involving various boxes, and the interfiling of records into boxes in current storage. Box pull, file pull, and file searches should be done within 24 hours from when the request is made. If a vendor other than the incumbent is awarded the bid, this time frame will be extended to 3 business days (if necessary) during the first three weeks of the contract. Items should be filed back into their original boxes within 5 business days.
- **DELIVERY OF RECORDS.** Twice-daily (morning and afternoon) scheduled delivery of records to the City Administration Building, 30 S. Nevada Avenue and/or to the City address specified. Multiple addresses within one building will be required. All confirmation of deliveries and pick-up's must be provided in an electronic format to designated City Employee. Unscheduled deliveries, emergency deliveries (2 to 3 hour response time), and deliveries to other City offices may be required. 24 hour, 7 day a week delivery service must be available for all departments.
- **DESTRUCTION OF RECORDS.** Contractor shall provide destruction of records at the City's request. Destruction must be by appropriate methods, and documentation of destruction must be furnished. Detailed written destruction procedures must be provided in the RFP.
- **LOCAL SERVICE REQUEST CAPABILITY.** The vendor must be able to receive and process service requests by means of a local phone call, email or on-line requests. The service request capability must consist of a contact or contacts on a 24/7 basis for all departments. Local ordering will include such services as ordering services/supplies, inventory research and editing, and invoice inquiries. This service shall be at no additional cost to the City. Any associated costs should be worked into the bid figures and not listed as a separate item.
- **ON-LINE (WEBSITE) SERVICE REQUEST CAPABILITY.** The vendor must be able to receive and process service requests by means of the Internet from multiple City users. On-line service request capability must consist of a web site that can be accessed by the City of Colorado Springs on a 24/7 basis. Web site must provide a search engine to accommodate such services as ordering services/supplies, inventory research and editing, and invoice inquiries. This service shall be at no additional cost to the City. Any associated costs should be worked into the bid figures and not listed as a separate item.
- **PERMANENT WITHDRAWAL OF RECORDS WITHIN THE CONTRACT PERIOD.** The deletion of boxes from storage, including data entry, either because of destruction or the permanent return of boxes to the City's custody.
  - **TRANSMITTAL OF NEW RECORDS.** The receipt of new records into storage subsequent to the award of contract. Electronic confirmations must be provided to designated City Employee. This includes picking boxes up from City offices, data entry, and placement of new boxes into the contractor's warehouse.
  - **MONTHLY ACTIVITY REPORT.** Monthly activity reports showing records accepted, inventory updates, references, refiles and interfiles, and destructions, must be available for review on-line. Vendor must provide a sample copy of their documentation relating to the monthly activity report.
  - **INVOICES.** All invoices must be detailed and received by the 31<sup>st</sup> of each month. Copy may be sent electronically to designated City Employee, or provided through the USPS with hard copy. Invoices should be provided at no cost. A contact person must be provided for questions or concerns on billing.

- **DATA ENTRY –UPDATED.** The addition of data to the vendor's current database for records already in storage. This may include the identification of departments, changing of department codes, box contents, and destruction review dates. Costs should be provided for changing labels. New labels that are required by the successful vendor will be provided at no cost.
  
- **ALL REBOXING** must receive prior authorization from the City of Colorado Springs. NO reboxing may occur without authorization. New box numbers must be provided to the City of Colorado Springs.
  
- **INSURANCE.** Contractor shall carry at their own expense in reliable insurance companies, approved by the City of Colorado Springs Risk Management Group, the following insurance coverage with limits not less than stated:
  1. Commercial General Liability for limits not less than \$500,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include contractual and broad form property damage protective endorsements.
  2. Excess Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall follow the form of the Commercial General Liability policy.
  
- **RECEIVING OF RECORDS BY NEW CONTRACTOR.** If the contract is awarded to a contractor other than the current contractor, transportation of the records from the current contractor's warehouse to the new contractor's warehouse shall be the responsibility of the new contractor. The current contractor will prepare the boxes for pick-up; however, the new contractor must provide the pallets for the incumbent to load boxes onto. Transportation cost shall be absorbed by the new Contractor and included as separate line in Cost Proposal (see Exhibit 7). Any communication challenges must be reported immediately to City Contracting for immediate resolution. The successful contractor **must** be able to use our existing box numbers, and have the ability to integrate customer or competitor bar codes into their system. Please see section b) Rate of Return for time table.
  
- **DELOCATION COSTS AT THE END OF THE CONTRACT.** The new Contract will be written to ensure that, at the end of the storage agreement, the City will incur no permanent withdrawal costs, including box pull, labor costs, data entry, or staging for pickup, for the removal of its records from the contractor's custody. These costs should be worked into the bid figures and not listed as a separate item. Any bids received that include a statement to the contrary may be considered non-responsive.
  
- **CONTRACT TRANSITION AT EXPIRATION.**
  - a) **Costs:** All costs associated with permanently withdrawing the City's records from the Contractor's storage facility at the expiration of the contract, including box pull, data entry, box preparation, and loading of pallets for pick-up by a new contractor of the City are folded into other charges as per the original bid documents, so the subject contract will end at no cost to the City of Colorado Springs.
  
  - b) **Rate of Return:** If the incumbent is not awarded a new contract at the conclusion of the contract period, all of the City's records currently stored in their facility shall be turned over to the new contractor or the City at an average rate of not less than 500 boxes per working day, and the entire transition period shall not exceed 60 calendar days after receipt of written notice to begin from the City, for up to 20,000 boxes. Should the City account exceed 20,000 boxes, the average rate of not less than 500 boxes per day shall extend the calendar period by one working day for every 500 boxes in excess of 20,000 boxes.
  
  - c) **Responsibilities of incumbent contractor:** During the transition period, the incumbent contractor is responsible for pulling all boxes, inventory verification, loading pallets provided by the new contractor, and allowing the new contractor access to a loading dock to load pallets onto

their truck. Any communication challenges must be reported immediately to City Contracting for immediate resolution.

**EXHIBIT 7 COST PROPOSAL**

SPECIFIC REQUIREMENT

**1. STORAGE OF INACTIVE RECORDS.**

A cost per 1.2 cu. Ft. box for storage of standard and Non-standard boxes must be specified. Estimate approximately 20,000 units per year.

Cost per 1.2 cu. Ft. per Month \$ \_\_\_\_\_

COMMENTS:

---

---

**1. REFERENCES, REFILING AND INTERFILING OF RECORDS.**

Estimate approximately 2,300 references, 1,800 refiles, and 100 interfiles.

Cost per reference \$ \_\_\_\_\_

Cost per refile \$ \_\_\_\_\_

Cost per interfile \$ \_\_\_\_\_

COMMENTS:

---

---

**2. DELIVERY OF RECORDS.**

Estimate approximately 1,300 deliveries, consisting of 2,300 items; 6 "rush" deliveries

Cost per delivery to include up to 5 Items \$ \_\_\_\_\_

Cost per each additional item (above 5 items) \$ \_\_\_\_\_

Cost for "rush" delivery \$ \_\_\_\_\_

COMMENTS:

---

---

**3. DESTRUCTION OF RECORDS.**

The cost for both conventional destruction and certified destruction must be specified. Estimate 500 boxes destroyed, 500 boxes deleted from database, and 20 certificates of destruction.

Cost per box pulled \$ \_\_\_\_\_

CITY OF COLORADO SPRINGS

Cost per lb. Shredded \$ \_\_\_\_\_

Cost per item deleted from database \$ \_\_\_\_\_

Cost for certificates of destruction \$ \_\_\_\_\_

COMMENTS:

---

---

**4. PERMANENT WITHDRAWAL OF RECORDS WITHIN THE CONTRACT PERIOD.**

The deletion of boxes from storage, including data entry, either because of destruction or the permanent return of boxes to the City's custody. Estimate 600 items withdrawn.

Cost per item withdrawn \$ \_\_\_\_\_

COMMENTS:

---

---

**5. TRANSMITTAL OF NEW RECORDS.**

The receipt of new records into storage subsequent to the award of contract. This includes picking boxes up from city offices, data entry, and placement of new boxes into vendor's warehouse. Estimate 2,000 new boxes picked up, and 2,000 data entries.

Transmittal cost per item to include pickup  
Data entry, and shelf placement. \$ \_\_\_\_\_

COMMENTS:

---

---

**OPTION #1 - INVENTORY**

The cost to conduct an inventory and document all current boxes \$ \_\_\_\_\_

COMMENTS:

---

**NOTE: Estimates are provided for evaluation purposes only.**

**OPTION #2 – TRANSPORTATION COST**

The cost to transport boxes from current storage (Aurora, CO) to new facility \$ \_\_\_\_\_

COMMENTS:

---

**NOTE: Estimates are provided for evaluation purposes only**

## EXHIBIT 8 SAMPLE CURRENT INVENTORY LISTING

DEPARTMENT ID	DEPARTMENT NAME	SKP BOX #	CUST BOX #
C-AUDITR	AUDITOR	805486464	805486464
C-AUDITR	AUDITOR	545224805	W545224805
C-CLERK	CLERK	555934330	555934330
	MASTER DEPARTMENT	805486347	805486347
	MASTER DEPARTMENT	805486344	805486344
	MASTER DEPARTMENT	805486339	805486339
	MASTER DEPARTMENT	805486345	805486345
	MASTER DEPARTMENT	805486343	805486343
	MASTER DEPARTMENT	805486349	805486349
	MASTER DEPARTMENT	805486352	805486352
	MASTER DEPARTMENT	805486342	805486342
	MASTER DEPARTMENT	805486338	805486338
C-CLERK	CLERK	555934339	555934339
	MASTER DEPARTMENT	805483599	805483599
	MASTER DEPARTMENT	805483600	805483600
	MASTER DEPARTMENT	805483606	805483606
	MASTER DEPARTMENT	805483605	805483605
	MASTER DEPARTMENT	805483603	805483603
	MASTER DEPARTMENT	805483617	805483617
	MASTER DEPARTMENT	805483604	805483604
	MASTER DEPARTMENT	805483615	805483615
	MASTER DEPARTMENT	805483596	805483596
	MASTER DEPARTMENT	805483616	805483616
	MASTER DEPARTMENT	805483598	805483598
	MASTER DEPARTMENT	805483597	805483597
	MASTER DEPARTMENT	805483613	805483613
	MASTER DEPARTMENT	805483610	805483610
	MASTER DEPARTMENT	805483601	805483601
	MASTER DEPARTMENT	805483611	805483611
	MASTER DEPARTMENT	805483614	805483614
	MASTER DEPARTMENT	805483612	805483612
	MASTER DEPARTMENT	805483607	805483607
	MASTER DEPARTMENT	805483602	805483602
	MASTER DEPARTMENT	805483608	805483608
	MASTER DEPARTMENT	805483609	805483609
P-CRIMEL	CRIME LAB	808044135	808044135
P-CRIMEL	CRIME LAB	808044242	808044242
	MASTER DEPARTMENT	805482219	805482219

CITY OF COLORADO SPRINGS

	MASTER DEPARTMENT	805482221	805482221
	MASTER DEPARTMENT	805482220	805482220
	MASTER DEPARTMENT	805482217	805482217
	MASTER DEPARTMENT	805482218	805482218
	MASTER DEPARTMENT	805482216	805482216
	MASTER DEPARTMENT	805483587	805483587
C-INFO S	INFORMATION SERVICES	805486477	805486477
C-INFO S	INFORMATION SERVICES	805486474	805486474

EXHIBIT 1 PHOTOS OF PALLETS





