

REQUEST FOR PROPOSAL For Courier Services

PIKES PEAK LIBRARY DISTRICT Colorado Springs, CO

RFP # 290-25-01-DIST

The Pikes Peak Library District (PPLD) invites qualified vendors, with the qualifications as stated herein, and are licensed in the State of Colorado, to submit a response to a Request for Proposal (RFP) for PPLD, located at 1175 Chapel Hills Dr., Colorado Springs, CO 80920.

Proposal deadline is 2 p.m. MST on Wednesday September 17, 2025

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1. Terms & Condition

1.1. Purpose: PPLD is seeking proposals from qualified courier service providers to transport bins, totes, and boxes of library materials, supplies, and communications to our fourteen library locations on a daily or twice daily basis as defined. There is also a book return drop box location that the courier empties three times a week. In addition to dropping bins off, there are bins that will be picked up from each location and redistributed to other locations. There is a requirement to sort some materials based on the end-location code that is associated with each item. The route covers the width and breadth of El Paso County, Colorado.

Vendors must be able to certify they have the capabilities and resources to provide all services outlined in the scope of work for this project.

This is projected to begin late December, taking over from our current courier service. The contract will expire one year after the start date. Contract may be terminated sooner pursuant to paragraphs 2.3.2, 2.3.3, and 2.3.4. The contract is renewable for successive one-year periods thereafter up to five consecutive periods, based on the mutual consent of PPLD and the Vendor.

- 1.2. <u>Interested Parties:</u> All interested vendors that have the qualifications as stated herein and are licensed to operate in the State of Colorado, are invited to submit a proposal in accordance with the terms, conditions, and specifications contained herein. An electronic version of this document can be accessed at: http://ppld.org/request-for-proposals.
- 1.3. Sole Point of Contact: Questions and requests for clarification must be sent via e-mail to Kim Hoggatt, Controller, at khoggat@ppld.org and Cc: Lindsay Sosa, Finance Generalist, lsosa@ppld.org. Please include the RFP number, title, and words "question" and/or "clarification" in the subject line of the e-mail.

Questions and requests without this subject identification may be considered routine emails and may not be properly addressed.

All answers to questions and requests for clarification will be posted on the PPLD website: http://ppld.org/request-for-proposals.

Any PPLD response that is considered to be a change in terms, conditions, and specifications of this RFP will be published as an addendum. No communications of any kind may be considered as a change to the terms, conditions, and specifications in this RFP unless posted as a formal addendum on the link above.

- 1.4. Equal Opportunity: The Vendor agrees not to refuse to hire, discharge, promote, or demote, nor to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.
- 1.5. <u>Expenses:</u> PPLD assumes no liability for payment of expenses incurred by proposers in the preparation and submission of proposals in response to this invitation.
- 1.6. Conflict of Interest: Any contractual relationship with any PPLD personnel in the twelve (12) months preceding the distribution of this RFP, or any similar or potential conflicts of interest, may, at the sole discretion of PPLD, be grounds for rejection of the proposal and/or termination of any contract awarded.
- 1.7. <u>Independent Contractor:</u> The Vendor is an independent contractor. Notwithstanding any provision appearing in this RFP, all personnel assigned by the Vendor to perform work under the terms of this RFP and any subsequent agreement shall be, and remain at all times, employees or agents of the Vendor for all purposes. The Vendor shall make no representation that it is the employee of PPLD for any purpose.
- 1.8. <u>Immigration Clause:</u> The Vendor is aware of Colorado's Immigration /Illegal alien laws pertained to public contracts. Addendum C Immigration Clause for Contracts (Colorado

- Statute 8-17.5-102) must be signed and attached.
- 1.9. <u>General Requirements:</u> PPLD reserves the right to amend this RFP up to seven (7) business days prior to the date set for receipt of proposals. In addition, PPLD may extend deadlines or withdraw this RFP at any time prior to an award.
- 1.10. Tax Exemption: PPLD, as a local government entity, is exempt from sales and use taxes. Vendors will inform all prospective subcontractors and suppliers, as necessary, from whom they expect to obtain services or supplies of the tax-exempt status of PPLD. Following the contract award, PPLD will furnish tax exemption certificate(s) to the Vendor.
- 1.11. Governing Law: The laws of the State of Colorado shall govern any contract executed between the successful proposer and PPLD. Further, the place of performance and transaction of business shall be deemed to be in the County of El Paso, State of Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado, and more specifically, El Paso County, Colorado.
- 1.12. RFP Schedule:

| Monday, August 18, 2025 |
|--|
| Tuesday, August 26, 2025 at 11:00 a.m. |
| Friday, August 29, 2025 |
| Tuesday, September 2, 2025 |
| Wednesday, September 17, 2025 at 2:00 p.m. |
| Wednesday, October 15, 2025 |
| on or about Friday, October 17, 2025 |
| |

1.13. <u>Pre-proposal Conference:</u> A pre-proposal conference will be held at Library 21c, Colorado Springs, CO, 80920 on Tuesday, August 26, 2025 at 11:00 a.m. local time. Attendance is mandatory for all proposers; no proposals will be accepted from vendors who did not attend this meeting.

2. Proposal Submission, Selection, and Contract Formation

2.1. Proposal Submission

2.1.1. <u>Substantive proposals</u>: By submitting a proposal, the proposer guarantees that (a) its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, vendor, or corporation; (b) it has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) it has not solicited or induced any other person, vendor, or corporation from proposing; (d) it has not sought by collusion to obtain for itself any advantage over any other proposer or over PPLD.

- 2.1.2. <u>Submission Information and Documents:</u> The proposal must be comprehensive and address all RFP requirements. To assure that the information provided can be readily identified, the proposal must include, but not limited, to the submission of the following signed documents:
 - 2.1.2.1. Addendum A PROPOSAL COVER SHEET
 - 2.1.2.2. Addendum B CHECKLIST, QUESTIONNAIRE, AND PRICING

Vendors are requested to submit a response for each numbered or lettered item of Addendum B, the response must be in the same format and sequence as in the RFP. The response must include description, schedules, when required, and any additional clarifying information, such as appendices, charts, diagrams, etc..

- 2.1.2.3. Addendum C IMMIGRATION CLAUSE FOR CONTRACTS
- 2.1.2.4. List of exceptions or deviations (if any)
- 2.1.3. Signatures: The proposal must be signed by an officer of the proposing vendor.
- 2.1.4. Exceptions and Deviations: Any exception to or deviations from these Terms & Conditions must be identified, in writing, on an attachment to the proposal submission. PPLD reserves the right to accept or reject, at its sole discretion, any exceptions or deviations by the proposer.
- 2.1.5. <u>Integration with Contract:</u> The winning proposal will be included and integrated into the final contract documents.
- 2.1.6. <u>Proposal Submission:</u> Proposals are to be submitted in sealed envelopes, identified with the proposal number and title with all attachments. See the Schedule of Events for due dates. Vendors must submit one (1) hard copies and soft copy (i.e., flash drive, magnetic media, etc.) of the Proposal to:

Pikes Peak Library District Attn: Kim Hoggatt Finance Office RFP # 290-25-01 1175 Chapel Hills Drive, Colorado Springs, CO, 80920

Additional copies may be requested by Pikes Peak Library District. Pikes Peak Library District is not liable for any cost incurred by prospective respondents prior to the issuance of contract(s).

The deadline (firm) is Wednesday, September 17, 2025 no later than 2 p.m. local time. Proposals delivered after that time will be received but will be rejected for being late.

A complete submission includes all required components, as stated in this document.

2.1.7. <u>Duration of Proposal Offer:</u> Price offers are irrevocable for 90 days following the proposal due date. Once a proposal is accepted, all prices, terms and conditions will remain unchanged throughout the contract period unless specifically agreed otherwise by both PPLD and the successful Vendor through documented change orders.

2.1.8. Withdrawal of Proposal: A Proposer may withdraw its own proposal at any time prior to the proposal due date and time as identified herein. After that date and time, no proposal may withdraw its proposal for any reason. All proposals shall be valid for a period not less than 90 calendar days after the proposal due date.

2.1.9. Information to Vendors:

- 2.1.9.1. No proposal shall be accepted from and no contract will be awarded to any person, vendor or corporation that is deemed irresponsible or unreliable by PPLD. If requested, Vendors will submit satisfactory evidence that they have a practical knowledge of the service bid upon and that they have the necessary financial resources to provide the proposed service called for as described in this Request for Proposal.
- 2.1.9.2. PPLD reserves the right to investigate and confirm the vendor's financial stability. This may include reviewing financial statements, checking bank references, and interviewing past contractors, employees, and creditors. Unfavorable responses to these investigations are grounds for rejection of the proposal.
- 2.1.10. <u>Confidentiality</u>: All materials submitted in response to this RFP become the property of PPLD, upon delivery. Proposals are public information. If a vendor submits proprietary information, the vendor will label each proprietary page as "CONFIDENTIAL" and submit in a separate package so PPLD will not release any information marked as Confidential.
- 2.1.11. <u>Subcontracting</u>: The Vendor must be responsible for the performance of all of its subcontractors, sub-sub-contractors, and consultants. The use of specific sub-contractors and consultants is subject to the approval of PPLD. The Contractor is responsible for ensuring that all sub-contractors and consultants comply with all the terms of the Contractor's contract with PPLD.
 - If the Contractor uses subsidiary companies, explain their role and how they will be involved in this project.
- 2.1.12. <u>Insurance Requirements:</u> The successful proposer shall have, at the minimum, the following coverage: commercial general liability, automobile liability, excess liability, and worker's compensation liability. The Vendor shall submit in their proposals, ACORD certificates and/or other proof of the following insurances:

| 2.1.12.1. General Liability | \$1,000,000 |
|---------------------------------------|-------------|
| 2.1.12.2. Automobile Liability | \$1,000,000 |
| 2.1.12.3. Excess (umbrella) Liability | \$1,000,000 |
| 2.1.12.4. Per Truck | \$100,000 |
| 2.1.12.5. Per Occurrence | \$1,000,000 |

- 2.1.12.6. Worker's Compensation liability that meets statutory requirements.
- 2.1.13. Indemnification: The proposer agrees to, and shall, defend, release, and indemnify, and save and hold harmless PPLD, its officer, agents, and employees from and against any and all damages to property or injuries to or death of any person or persons, including property and officers, employees, and agents of PPLD, and further agrees to, and shall, defend, indemnify, and save and hold harmless PPLD, its officers, agents, and employees, from and against any and all claims, costs, demands, liabilities, suits, actions, causes of action, and other legal or equitable proceedings of any kind or nature whatsoever, of or by anyone whomsoever, including, but not limited to claims arising out of and/or predicated upon negligence, breach of contract, tort, or strict liability, in any way resulting from, connected with, or arising out of the Contractor's operations or performance in connection herewith, including operations or performance of subcontractors and suppliers and acts or omissions of officers, employees, or agents of the Contractor or its subcontractors or suppliers.

2.1.14. <u>Schedule:</u> By submitting a proposal, the proposer guarantees that it will be able to comply with the overall schedule.

2.1.15. <u>Continuity</u>: By submitting a proposal, the proposer will make its best efforts to ensure that the key team member(s) remain assigned to the PPLD's project for the duration of contract. Any changes to the staffing of this engagement must be discussed up front with PPLD personnel.

2.2. Selection

- 2.2.1. <u>Right of Acceptance and Rejection:</u> PPLD reserves the right to accept or reject any or all proposals and to waive any formalities, informalities, and deviations, which, in its opinion, best serve the interests of PPLD. PPLD is not bound to accept the lowest price proposal.
- 2.2.2. <u>Selection:</u> It is the intent of PPLD to select only responsible and responsive vendors. Bidder's proposal should include the most favorable terms and conditions.
- 2.2.3. <u>Negotiation:</u> PPLD reserves the right to negotiate terms and conditions of the contract with the winning vendor.
- 2.2.4. <u>Basis of Award:</u> An evaluation team will judge the merit of proposals received in accordance with the general criteria defined within this RFP. The recommendations of this team will be forwarded to the Board of Trustees for approval and execution. The following criteria will be taken into consideration when making evaluations of proposals. This list is not intended to be exhaustive:
 - 2.2.4.1. Completeness of Proposal
 - 2.2.4.2. References
 - 2.2.4.3. Pricing
 - 2.2.4.4. Quality of Services and expected ability to perform required tasks and schedule
 - 2.2.4.5. Vendor Qualifications and History
 - 2.2.4.6. Any other items deemed in the best interests of PPLD

PPLD uses a weighted award decision making process. Bid scoring below:

| Completeness | 10% |
|-----------------------------------|------|
| References | 20% |
| Pricing | 40 % |
| Quality of Services | 15% |
| Vendor Qualifications and History | 15% |
| Total | 100% |

2.3. <u>Contract Formation</u>

2.3.1. Agreement in Writing: Following selection of a proposal, the vendor will be required to enterinto a written contract with PPLD.

The winning Bidder's RFP proposal will be included and integrated into the final contract documents. It is in the Bidder's best interest to ensure the proposal is accurate to allow for the integration with minimal changes.

If you have a formal or standard contract that you typically use with such projects, please attach a copy to your Proposal. A Service Agreement is not a condition of accepting an RFP.

If, in PPLD's sole discretion, the selected proposer has not executed the contract documents within a reasonable time after selection, PPLD reserves the right to rescind the award and select another contractor.

2.3.2. <u>Amendments to Contract</u>: Parties hereto reserve the right to make amendments or modifications to the contract by written amendment signed by both parties.

2.3.3. Termination of Contract for Cause: If, through any cause, the successful Bidder shall fail to fulfill in a timely and proper manner its obligations or if the successful Bidder shall violate any of the covenants, agreements or stipulations of the Contract, PPLD shall thereupon have the right to terminate the Contract by giving written notice to the successful Bidder of such termination and specifying the effective date of termination. In that event, all finished or unfinished services, reports or other materials prepared by the successful Bidder shall, at the option of PPLD, become its property, and the successful Bidder shall be entitled to receive just, equitable compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Bidder shall not be relieved of liability to PPLD for damage sustained by PPLD by virtue of breach of the Contract by the successful Bidder and PPLD may withhold any payments to the successful vendor for the purpose of set offer until such time as the exact amount of damages due PPLD from the successful Bidder is determined.

- 2.3.4. <u>Termination of Contract for Convenience</u>: PPLD may terminate the Contract at any time by giving written notice to the successful vendor of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Bidder under the Contract shall, at the option of PPLD, become its property.
- 2.3.5. <u>Cancellation</u>: Either party may cancel the Contract in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

3. Scope of Work

3.1. Service Specifications: Our delivery service is a very important element of our patron library experience. We rely on this service to deliver materials timely and efficiently throughout the district to all locations. The materials are transported in stacking bins/totes that measure 24" long, 20" wide, and 10" deep. The loaded bins weigh between about 30lbs to 50lbs each. The bins are filled with distribution envelopes, books, DVDs, music CDs, and other library materials. It's estimated that a 16' box van can hold up to 100 loaded bins as well as a stack (10 to 15) empty bins. Additionally, we have programming materials and kits that are moved across the district in other stacking totes and containers that vary in size; usually there are between 4 to 10 of these in each load. Occasionally there might be a few items transported in cardboard boxes also. Generally, our smaller libraires have 2 to 4 bins picked up/delivered daily. Our medium locations can usually have between 5 and 10 and large libraries generally have between 10 and 20 bins picked up and delivered per run. Library size designations are in section 3.2. In addition to the library materials mentioned above, about 10 bins of books that are being discarded are delivered daily to the loading dock at the Library 21c location. We usually have about 10 to 15 bins of materials that are picked up from the work room inside the Library 21c loading dock stop. The daily deliveries need to be timely and predictable as each library location schedules staff and volunteers to process the bin materials based on expected delivery times. These schedules are prepared in advance, and it causes significant disruption if our courier deliveries are not within the expected timeframe.

For the purposes of the contract, the term "Stop" shall refer to the pickup and/or delivery of materials to specified areas within a building to which delivery service is requested within the PPLD system, the order and timing of stops may be modified upon mutual written agreement of the parties.

Stops may be temporarily cancelled or postponed due to inclement weather at the reasonable discretion of the Vendor; provided that the PPLD representative is given prompt verbal or emailed notice of the changes. The Vendor shall make every effort, without endangering its employees, subcontractors, vehicles or client's cargo to delay deliveries instead of cancelling them, whenever reasonably possible. Due to the varying weather conditions throughout the PPLD service area, cancellation of services for inclement weather may be applied to one stop, multiple stops or all stops in the course of a service day. PPLD shall give Vendor prior notice of cancellations or modifications in the basic schedule due to holidays, vacations, staff training, facility issues and

construction impacting deliveries, weather closures and delays or other scheduled or unscheduled days off.

3.2. Courier Services Delivery Expectations: PPLD is open to discussing alternatives with the winning Vendor as long as mandatory requirements are met. Once a route and times are established and approved by PPLD, any future changes would need to be approved by PPLD before implementation starts. Much of our work is done on established schedules using both staff and volunteers and changing schedules requires significant coordination. Building access is available 24 hours a day, 7 days a week to the courier, once alarm codes and keys have been issued. It is recommended that all routes start and end at the Penrose Library or East Library. East Library has better overnight parking opportunities for the courier vehicle(s). All items need to be sorted at the end of each route in preparation for the next delivery.

Mandatory Requirements:

- Twice daily delivery and pick up for select locations
- Once daily delivery and pick up for select locations
- Running Sunday evening or Monday morning through Saturday.
- Early route completed by 10:00 a.m.
- Afternoon route completed by 3:30 p.m.
- Once daily location routes completed by 11:00 a.m.
- Old Colorado City Library delivery must be completed by 8:00 a.m. on Saturday.
- Items picked up in the first delivery need to be sorted and delivered in the second delivery, if items are going to a location receiving two deliveries

Monday through Friday the following locations receive deliveries and pickups once a day, by 11:00 a.m.

- The Hall at PPLD (adjacent to Penrose; deliveries and pick up are only Tuesday and Friday small
- Calhan Monday and Wednesday small
- Fountain Monday Friday medium
- High Prairie Monday Friday medium
- Library Express Tuesday and Thursday small
- Manitou Springs Tuesday, Wednesday, Thursday small
- Monument Monday Friday medium
- Old Colorado City Monday Friday small
- Palmer Lake Wednesday, Thursday, Friday small
- Ute Pass Monday and Thursday small

Monday through Friday the following locations receive deliveries and pickups twice a day by 3:30 p.m.

- Cheyenne Mountain medium
- East Library large
- Library 21c large
- Penrose large
- Ruth Holley medium
- Sand Creek medium

Saturday all locations (except The Hall at PPLD) receive one delivery and pick up and Library Express book returns are emptied.

Note: All of the days listed above are subject to change if library needs change. Delivery days can be discussed with incoming vendor if there is a need on their part of delivery efficiency that does not conflict with library requirements.

- 3.3. The successful proposer shall be required to furnish all permits, equipment, tools, machinery, transportation and other implements necessary to fulfill the provisions of this Contract. This includes but is not limited to all procurement and contracting requirement specifications included within.
- 3.4. All work shall be done to the highest of industry quality and standards.
- 3.5. No non-employees, employee's significant others, employee's children, or employee's pet(s) shall be permitted on the jobsite, by the Vendor, during the performance of this contract.

4. Vendor Qualification and Information

The following information and documents must be included in submitted proposal:

- 4.1. Provide the name of the proposing vendor, address, telephone and primary contact person.
- 4.2. Include an affirmative statement that the vendor is licensed in the State of Colorado.
- 4.3. State the size of the vendor and provide a vendor history summary.
- 4.4. Your organization's qualifications and experience. If you have experience with PPLD Libraries, describe your current or past relationship. Describe any similar projects performed by your organization.
- 4.5. Provide references from a minimum of three (3) recent similar jobs including name, telephone number and a brief statement describing their association with your vendor (e.g., other library, educational or public sector clients). References from the Colorado Front Range are also preferred.
- 4.6. Provide the resume of the person that will be assigned as the lead on this project.
- 4.7. Any other information you feel should be considered in the selection process.

5. Pricing

5.1. <u>Minimum Services:</u> PPLD is looking for the best-value proposal that meets the needs of the district to include all cost aspects of service.

Please include all price information in the table(s) located on Addendum B; Checklist, Questionnaire, and Pricing Form.

Addendum A-Proposal Cover Sheet

| I. | GENERAL INFORI | MATION | |
|------------|---|---|--------|
| | 1. VENDOR NAME | <u> </u> | |
| | 2. ADDRESS _ | | |
| | 3. PHONE | | |
| | 5. E-MAIL AND W | EBSITE | |
| | 6. CONTACT | | |
| II. | | MINIMUM QUALIFICATION (printed name) hereby | |
| dec | | (printed name) hereby | |
| sub dec | claration on behalf o | (name of vendor) and declaration, and that I am duly authorized to sign this profile and of the above named vendor. All information set forth in this profile and achments hereto are, to the best of my knowledge, true, accurate, and mission date. | |
| The | e signer further certi | ifies that (please initial): | |
| a. | The Vendor has carefully examined all instructions, requirements, specifications, and term and conditions of the RFP for which this proposal is submitted. The Vendor understands all instructions, requirements, specifications, and terms and conditions of this RFP, and hereby offers and proposes to furnish the goods and services described herein at the prices, fees, and/or rates identified in this proposal, in accordance with the instructions, requirements, specifications, and terms and conditions of this RFP. | | |
| b. | | osal is a valid and irrevocable offer that will not be revoked and shall remain optance for a period of ninety (90) calendar days from the proposal duedate. | open |
| c. | | lor is in full compliance with all applicable federal, state, and local laws, rule dinances governing business practices. | es, |
| d. | All statem current, complete, t | nents, information, and representations prepared and submitted in this propositrue, and accurate. | al are |

| e. | Submission of this proposal indicates the signer's acceptance of the evaluation technique and that some subjective judgments may be made by PPLD as part of the evaluation. |
|----|---|
| f. | The Vendor has to provide proof of all required insurance coverage. |
| g. | A list of exceptions and deviations (if any) is attached. |
| h. | A proof of eligibility to operate in the State of Colorado is attached. |
| i. | There have been no claims, litigation, or other issues filed or pending against our firm in the past 5 years except as listed below. |
| | |
| | |
| | |
| | |
| j. | The Vendor is aware of Colorado's Immigration / illegal alien laws pertaining to public contracts. Addendum C (Colorado Statutes 8-17.5 – 102) is signed and attached. |
| • | Authorized Signature Date |

Addendum B - Checklist, Questionnaire, and Pricing Form

| NDOR QUALIFICATIONS (Fill in or attach additional pages as needed): | | |
|---|--|--|
| and AGE of your vendor | | |
| DOR'S EXPERIENCE: | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Licensed to perform all requested w | ork in the state of Colorado (license attached). | |
| Company Name: | Contact Name: | |
| Address: | Phone: | |
| • | | |
| Company Name: | Contact Name: | |
| | Phone: | |
| | | |
| | | |
| | Contact Name: | |
| | Phone: | |
| Conne of coursing most owned. | | |

PERSONNEL'S EXPERIENCE.

Please attach certifications qualifying your vendor.

PRICING

| | Fixed Monthly Fee without fuel surcharge table | Monthly Fee with fuel surcharge table (if applicable) |
|--|--|---|
| Minimum Services: refer to Section 3 for Scope of Work | | |
| Additional Fees: please describe in an attachment | | |
| Annual increase: if awarded contract extension, please provide how pricing would change. | | |

PROPOSED ROUTE(S)

Provide your proposed route(s) and delivery times to accomplish the requirements listed in the Scope of Work defined in section 3.

Addendum C - Immigration Clause for Contracts

Pursuant to Colorado Revised Statutes Section 8-17.5-102, the Pikes Peak Library District ("PPLD") shall not enter into or renew a public contract for services with a contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly employs or contracts with an illegal alien to perform work under the contract.

Accordingly, Contractor agrees that it shall not:

Knowingly employ or contract with an illegal alien to perform work under this Agreement; or Enter into a contract with a subcontractor for work under this Agreement 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 Agreement.

Further, Contractor agrees that it shall comply with the following:

Contractor has confirmed the employment eligibility for all employees who are newly hired for employment to perform work under this Agreement through participation in either the e-verify program administered jointly by the U.S. Department of Homeland Security and the Social Security Administration (the "E-Verify Program") or the department program administered by the Colorado Department of Labor and Employment (the "Department Program").

Contractor shall not use the E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while the services under this Agreement are being performed. Should Contractor obtain actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall:

Notify the subcontractor and PPLD within three days that 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 Contractor shall not terminate the contract with the subcontractor if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department may undertake pursuant to its authority under Colorado Revised Statutes Section 8-17.5-102(5).

| utilority under Colorado Revised Statutes S | ity under Colorado Revised Statutes Section 6-17.5-102(3). | |
|---|--|------|
| | _ | |
| Authorized Signature | | Date |
| | | |

Exhibit A-Library Locations

Calhan: 600 Bank St., Calhan, CO 80808

Cheyenne Mountain: 1785 S. 8th St. Ste. 100, Colorado Springs, CO 80905

East Library: 5550 N. Union Blvd., Colorado Springs, CO 80918

Fountain: 230 S. Main St., Fountain, CO 80817

High Prairie: 7035 Old Meridian Rd., Falcon, CO 80831

Library 21c: 1175 Chapel Hills Dr., Colorado Springs, CO 80920

Library Express Book Return: 3305 Cinema Pt., Colorado Springs, CO 80922

Manitou: 701 Manitou Ave., Manitou Springs, CO 80829

Monument: 1706 Lake Woodmoor Dr., Monument, CO 80132

Old Colorado City: 2418 W. Pikes Peak Ave., Colorado Springs, CO 80907

Palmer Lake: 66 Lower Glenway, Palmer Lake, CO 80133 Penrose: 20 N. Cascade Ave., Colorado Springs, CO 80903

Ruth Holley: 685 N. Murray Blvd., Colorado Springs, CO 80915 Sand Creek: 1821 S. Academy Blvd., Colorado Springs, CO 80916

Ute Pass: 8010 Severy Rd., Cascade, CO 80809

Note: Library 21c has two delivery locations; one at the lower, south entrance where our circulation workroom has hold bins and the north loading dock where our outgoing new items are picked up and ILL items are dropped off, and damaged and discarded items are deposited.

Note 2: Penrose Library also has two stops; one is inside our garage accessed off of Pikes Peak Ave. where hold bins are picked up and dropped off, and then a second stop at an adjacent building (The Hall at PPLD) accessed via the Penrose Library lower parking lot, also off of Pikes Peak Ave. This location is where we pick up and return programming activity kits. This stop is currently done twice a week.

Library operation hours and addresses are also available at: www.ppld.org/library-locations.

Exhibit B - Holiday Closures

PPLD closes early:

6 p.m. Thanksgiving Eve

4 p.m. New Year's Eve

PPLD is closed all day on:

New Year's Day

Dr. Martin Luther King, Jr. Day

Easter Sunday

Memorial Day

Independence Day

Labor Day

Cabrini Day

Thanksgiving Day

Christmas Eve

Christmas Day

Holiday and closure information can also be found on our website: http://ppld.org/closures.