



**REQUEST FOR BIDS**

**RFB-15-29**

**BID DUE DATE: FRIDAY, NOVEMBER 20, 2015  
BY 1:00 P.M. OUR CLOCK**

**OUTDOOR POOL REPAIR AND MAINTENANCE**

**SEALED BID MUST BE MAILED OR DELIVERED TO:**

City of Wheat Ridge Municipal Building  
Attention: Jennifer Nellis, CPPB  
**BID** - Purchasing & Contracting Division  
7500 W 29<sup>th</sup> Avenue  
Wheat Ridge, CO 80033  
Phone: 303-235-2811 Fax: 303-234-5924

**DOCUMENTS PREPARED BY:**  
PARKS & RECREATION DEPARTMENT – AQUATICS DIVISION  
PURCHASING & CONTRACTING DIVISION

**IMPORTANT: PLEASE READ ENTIRE DOCUMENT**  
Per the attached specifications, terms and conditions.

**PLEASE DO NOT REMOVE ANY PAGES FROM THIS BID DOCUMENT**

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<b>NOTE</b>	
See City ftp site for pool drawings, no red-line plans exist for the pool(s).	
Pool drawings are located at: <a href="ftp://ftp.ci.wheatridge.co.us.outbox">ftp://ftp.ci.wheatridge.co.us.outbox</a>	
User Name: cowrftp	
Password: cowrftp2012	
File Name: RFB-15-29 Outdoor Pool Repair & Maintenance	
<b>ADDENDUM</b> (if applicable)	

**ADVERTISEMENT FOR BIDS  
RFB-15-29  
OUTDOOR POOL REPAIR AND MAINTENANCE**

**Bid Due Date: FRIDAY, NOVEMBER 20, 2015, BY 1:00 P.M. OUR CLOCK**

**Project Overview:** The City of Wheat Ridge is requesting bids to include all labor, equipment, materials and supplies for a repair and maintenance project at the Wheat Ridge Municipal Pool, located in Anderson Park at 4355 Field Street. The project includes equipment repairs, replacement, removal, installation, and resurfacing requirements. The outdoor pool consists of one 2959 square foot family zero depth entry pool and one 4507.5 square foot, 25 meter, 8-land lap pool and a separate 350 square foot splash down pool for a large slide. Work must be complete and accepted prior to May 13, 2016.

**Minimum Requirements:** Awarded firm must obtain a valid City Business/Use Tax license prior to doing business in the City of Wheat Ridge. This service requires compliance with the Illegal Alien Provisions of CRS8-17.5-101 and Title IV Regulations at 49 CFR Part 21 (non-discrimination assurance). Bidders must have previous experience in pool renovations and resurfacing.

**Deadline for Questions: FRIDAY, NOVEMBER 6, 2015, BY EOD. Send email to [jnellis@ci.wheatridge.co.us](mailto:jnellis@ci.wheatridge.co.us)**

**Submit to:** City of Wheat Ridge Municipal Building  
Attn: Jennifer Nellis, CPPB  
BID - Purchasing & Contracting Division  
7500 W 29<sup>th</sup> Avenue  
Wheat Ridge, CO 80033

**Bid shall be submitted in a sealed envelope, plainly marked: RFB-15-29 OUTDOOR POOL REPAIR and MAINTENANCE**

**Comments:** Submit one original and one complete copy. Late receipt of bids will not be considered.

All bids shall be validated upon receipt. Bids received after the bid opening time will be filed unopened or may be returned to sender. The City of Wheat Ridge reserves the right to reject any and all bids—or any part—and to waive any formalities or informalities to make an award in the best interest of the City.

**Bid Documents:** Bid opportunities, addenda, and project updates are posted on the Rocky Mountain e-Purchasing System (RMEPS, a.k.a. Bidnet), [www.govbids.com](http://www.govbids.com) (1-800-677-1997 x214) and on the City's website, [www.ci.wheatridge.co.us](http://www.ci.wheatridge.co.us). Pool drawings are located at: <ftp://ftp.ci.wheatridge.co.us/outbox> User Name: cwrftfp Password: cwrftfp2012 File Name: RFB-15-29 Outdoor Pool Repair & Maintenance

**Point of Contact:** Jennifer Nellis, Purchasing Agent, [jnellis@ci.wheatridge.co.us](mailto:jnellis@ci.wheatridge.co.us), fax 303-234-5924, or phone 303-235-2811. Do not contact the requesting department.

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Jennifer Nellis, Purchasing Agent

**Publish Dates:**  
City Website October 29, 2015  
Email to Vendors

**CITY OF WHEAT RIDGE  
RFB-15-29  
OUTDOOR POOL REPAIRS AND MAINTENANCE**

**I. INTRODUCTION**

**A. General**

The City of Wheat Ridge (the "City") Municipal Building is located in the northwest area of Denver metropolitan, 7500 W 29<sup>th</sup> Avenue, Wheat Ridge, CO 80033. The City's area consists of about nine square miles of rolling land adjacent to Interstate 70 transportation corridor between Denver and the Rocky Mountains. The topography is somewhat unique, with a natural ridge traversing the City. The City is a suburban community of approximately 33,000 residents. The City is a home-rule municipality with eight council members, city manager and mayor form of government.

**B. Background**

The City solicited proposals for repairs to the leisure pool earlier this year, but did not make an award. This current project expands the pool resurfacing work to include all pools in the outdoor pool complex as well as making improvements to the family pool, as described.

The estimated budget is in the range of \$300,000.

**C. Objectives**

The purpose of this RFB is to contract with a qualified individual or firm to provide needed repairs and maintenance at the outdoor pool located in Anderson Park at 4355 Field St.

Work must be complete and accepted prior to May 13, 2016.

**II. SPECIFICATIONS/ STATEMENT OF WORK**

**A.** The actual services to be performed will be determined by the City to include but not limited to the following areas:

- Bids to include all labor, equipment, materials and supplies for a repair and maintenance project at the Wheat Ridge Municipal Pool, located in Anderson Park at 4355 Field Street. The project includes equipment repairs, replacement, removal, installation, and resurfacing requirements. The outdoor pool consists of one 2959 square foot family zero depth entry pool and one 4507.5 square foot, 25 meter, 8-land lap pool and a separate 350 square foot splash down pool for a large slide.
- Please refer to EXHIBIT 1 for specifications and scope of work.
- Please refer to EXHIBIT 2 for attachments to the specifications and scope of work.

**III. BID SUBMISSION**

**A. Bid Submission**

Submit one bid marked "original," and one additional printed copies, for a total of two complete sets.

**Address:** City of Wheat Ridge Municipal Building  
**ATTN BID:** Jennifer Nellis, CPPB  
7500 W 29<sup>th</sup> Avenue, Purchasing & Contracting Division  
Wheat Ridge, CO 80033

**MARK OUTSIDE OF ENVELOPE: RFB-15-29, Outdoor Pool Repairs and Maintenance**

**BID DUE DATE: FRIDAY, NOVEMBER 20th, BY 1:00 P.M. OUR CLOCK. NO EXCEPTIONS.**

#### **IV. EVALUATION AND AWARD**

- A. After thoroughly evaluating all bids received, the City will award to the lowest and/or most responsive and responsible bidder(s) whose bid meets the requirements and criteria set forth, establishes the ability of the bidder to provide quality goods and service, and conveys the willingness of the bidder to comply with the terms of the attached sample agreement. Award will be based on the item-by-item bid amount provided by the bidder on the Bid Price Sheet. Do not qualify your bid nor alter the bid format.
- B. The following is a partial list of criteria that may be used in determining the award:
- Superior quality and adherence to specifications
  - Adequate maintenance and service
  - Delivery and/or completion time
  - Guarantees and warranties
  - Firm reputation and financial status
  - Experience with same or similar equipment or service
  - Anticipated future cost
  - Reference verification
- C. The City reserves the right to base its evaluation on the “should-cost” analysis to reflect the real costs to the City arising out of or incidental to the award. Bidding firms should therefore avoid unbalanced pricing and other cost presentation tactics that attempt to understate, conceal, or distort real costs or otherwise take advantage of a mere formula-oriented, non-judgmental type of cost or price analysis. The City shall look to substance more than format, and shall perform its cost and price evaluation on the basis of probable real costs.

#### **V. ANTICIPATED SCHEDULE OF EVENTS**

All times are local and by our clock.

<b>Event</b>	<b>Anticipated Date</b>
RFB Issued	October 29, 2015
Inquiry Deadline	November 6, 2015
Final Addendum Issued	November 10, 2015
Bid Due Date and Time	November 20, 2015 by 1:00 P.M. our clock
CAF due from requesting department	December 4, 2015
Council Approval, if required	December 14, 2015

#### **VI. TERMS AND CONDITIONS**

- A. **Term:** The City anticipates making an award for this project in December of 2015. Work must be completed prior to May 13, 2016.
- B. **Delivery Address:**
- Municipal Building: 7500 W. 29<sup>th</sup> Avenue, Wheat Ridge, CO 80033
- C. **Payment:** Payments will be made within thirty (30) days of receipt of approved delivery and invoice. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- D. **Modification or Changes:** All modifications to the Agreement must be in writing and signed by both parties.
- E. **New Items and Warranties:** All items must be new product (not used, remanufactured, refurbished, rebuilt, reconditioned, etc.) and are not to contain components that are not newly manufactured unless specifically stated otherwise in the bid specifications. Product shall be in original container with new

product warranty, and with a minimum shelf-life of one year. Bidder warrants all goods and services will meet or exceed applicable drawings, specifications, samples, and/or other descriptions given to the City, and will be free from defects. Any breach of warranty will be at the bidder's expense and at the discretion of the City.

- F. Assignment / Subcontract:** No portion of this bid may be assigned or subcontracted without the prior, written approval of the City.
- G. Equals:** The City makes the sole determination whether or not a similar product is deemed "equal."
- H. Bid Results:** Project status—including bid results—are posted on the City of Wheat Ridge website, [www.ci.wheatridge.co.us](http://www.ci.wheatridge.co.us) . Click on the Bids and Proposals tab in the lower-left-hand corner of the home page
- I. Funding:** There is in effect within the City of Wheat Ridge, Colorado, Section 2-4 of the City's Code of Laws, which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council—either through budgeted appropriation, or by contract or bid award. The Contractor is specifically advised of this Section 2-4 of the Code of Laws. The contract resulting from the bid award is specifically subject to the provisions of said Code Section. Funding of the contract for any time period after January 1<sup>st</sup> of the year succeeding the original contract date is expressly contingent upon appropriations being made by the Wheat Ridge City Council. No promise—expressed or implied—is made that such funding will be approved by the City Council, acting in its legislative discretion.
- J. Low-Tie Bids:** Low-tie bids shall be decided in accordance with the provision of C.R.S. Section 24-103-202.5 as it currently exists or is hereafter amended, which gives a preference to resident bidders. Any bidder who wishes to be considered a "resident bidder" for purposes of the tie-bid procedure provided in the above-referenced Section shall include with his bid proof that he meets the definition of "resident bidder" as set forth in either C.R.S. Section 24-103-111 (6) (a) or (b).
- K. Vendor Offset:** No award will be issued to any person, firm, or corporation that is in arrears to the City upon debt or contract, that is a defaulter—as surety or otherwise—upon any obligation to the City, or that is deemed irresponsible or unreliable by the City. If requested, bidders shall be required to submit satisfactory evidence that they have a practical knowledge of the particular good or service bid upon, and that they have the necessary financial resources to provide the proposed good or service as described in the specifications.
- L. Termination for Cause:** If the successful bidder shall fail to fulfill in a timely and proper manner its obligations, or violate any of the covenants, agreements, or stipulations of the award, the City shall have the right to terminate the agreement by giving written notice to the bidder of such termination. All completed or unfinished work, reports, materials, documents, and anything relating to the project shall become property of the City. The bidder shall not be relieved of liability to the City for any damages sustained by virtue of the breach. The City may withhold payments until the cost of damage(s) is assessed.
- M. Cancellation / Remedies:** The City reserves the right to cancel any order resulting from this RFB with a sixty (60) day written notice, if the vendor has failed to comply with the terms specified and has been notified in writing of three (3) such failures, and has failed to remedy the problem after each written notification. In the event of cancellation based on lack of contract compliance, the City will not be subject to any early termination or cancellation charges.
- N. Termination for Convenience:** The City may terminate the award at any time by giving written notice to the successful vendor of such termination and specifying the effective date at least thirty (30) working days prior to the effective date of such termination. In that event, all finished or unfinished services, reports, or materials prepared or furnished by the successful bidder under the award shall—at the option of the City—become its property.
- O. Indemnification:** The bidder agrees to indemnify, defend and to hold the City and its agents, officials, officers and employees harmless for, from, and against any and all claims, suits, expenses, damages, or other liabilities including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property, or sustained by any person or persons to the extent caused by the negligent performance or failure of the bidder to provide services pursuant to the terms of this agreement.

## **VII. INSTRUCTIONS TO BIDDERS**

- A.** Bids will only be accepted on the forms provided herein. Do not re-type or reformat forms. Provide all requested information and authorized signature in ink.
- B.** Bid unit prices and extended amounts when called for. In case of mathematical error in extensions, the unit price will prevail. If unable to bid, indicate "NO BID" in space provided.
- C. Do not submit an alternate or optional bid unless requested to do so.** If a vendor submits more than one (1) bid, all bids from said vendor will be deemed non-responsive and, therefore disqualified. This includes single bids that offer more than one price for a given item.
- D.** All changes or modifications (adds, deletes, additional information etc.) shall be distributed through written addenda provided to all interested bidders. Verbal responses to vendor questions will not be considered.
- E.** A bid with missing or inconsistent information may be considered non-responsive, and as such may not be evaluated. Do not qualify your bid or alter the bid format.
- F.** The bid price shall be exclusive of any Federal, State, or City taxes. Tax exempt numbers are as follows:
- Federal: 84-0595832
  - State: 98-03515
  - City: 70000
- Tax exemption certificates will be issued upon request.
- G.** All bids must be F.O.B. destination—freight prepaid—unless otherwise directed.
- H. SUBMIT ONE (1) MARKED "ORIGINAL" AND ONE (1) MARKED "COPY" OF YOUR BID.**
- I. Submit your bid no later than FRIDAY, NOVEMBER 20, 2015, by 1:00 P.M. local time** to the Wheat Ridge Municipal Building, 7500 W. 29<sup>th</sup> Avenue, Wheat Ridge, CO 80033, Attention: Jennifer Nellis, Purchasing Agent. Bids will be validated with time and date upon receipt. Bids submitted to any other location other than the Municipal Building will not be accepted, and will be considered non-responsive.
- J.** Bids must be submitted in sealed envelopes or boxes marked with the bid number, RFB-15-15, and the bid due date and time on the outside of the envelope or box. No faxed or emailed bids will be accepted.
- K. VENDOR REQUIREMENTS:** Bids must be submitted with the following:
1. Signed **Bidder Information Form**, acknowledging vendor review of addenda. Check the City's website, [www.ci.wheatridge.co.us](http://www.ci.wheatridge.co.us) or call the Purchasing Office, 303-235-2811, to confirm the number of addenda issued.
  2. Acknowledgement of **warranties**, providing information regarding labor and parts warranties, if applicable.
  3. Provide **pricing**, per Attachment A, Specifications and Price List. Pricing shall remain firm throughout the effective period. Bid shall be valid for sixty (60) calendar days after the bid opening date. Bids shall not be withdrawn after bid due date.
  4. **Additional information** relating to this bid—such as detailed specifications for equals, standard agreement, brochures, etc. may also be submitted with your bid.
  5. Provide at least three (3) **references** relating to work similar in nature and size. Include client contact name, email and telephone number, as well as a detail of the service or product your firm provided.
  6. Submit three similar projects.
  7. Address guaranty of **response time and service** that is reasonable and responsive of the critical daily operation of the City.
  8. Provide a statement assuring your ability and intent to provide a certificate of **insurance** for general liability, workers compensation, and automobile insurance as prescribed by City and State requirements and outlined in bid documents. Proof of insurance will be required at the time of project award.



**RFB-15-29  
Outdoor Pool Repair and Maintenance**

**BIDDER INFORMATION AND ADDENDA ACKNOWLEDGMENT FORM**

FEIN / SSN (Required) \_\_\_\_\_  
Federal ID number

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIPCODE \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_  
REQUIRED—MUST BE IN INK

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_ EMAIL \_\_\_\_\_

**PROPOSER IS RESPONSIBLE FOR FOLLOWING UP ON ALL ADDENDA**

**ACKNOWLEDGE ADDENDA:** Proposer is responsible for confirming receipt of each addendum; please initial as applicable.

#1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_

DOES YOUR FIRM ACCEPT VISA FOR PAYMENT WITHOUT ADDITIONAL FEES? Yes  No

**POINT OF CONTACT:** Jennifer Nellis, Purchasing Agent, [jnellis@ci.wheatridge.co.us](mailto:jnellis@ci.wheatridge.co.us), fax 303-234-5924

**DO NOT CONTACT THE REQUESTING DEPARTMENT OR MEMBERS OF THE EVALUATION COMMITTEE**

Signature acknowledges that proposer:

- 1) Has read the RFB documents thoroughly prior to submitting a bid,
- 2) Will fulfill the obligations in accordance to the scope of work or specifications, terms, and conditions,
- 3) Is capable of performing quality work or providing required goods to achieve the City objectives, and
- 4) Is submitting without collusion with any other individual or firm.

**Do not submit more than one bid from your firm, or both/all bids will be disqualified.**

***Bidder must complete and SUBMIT this form with your bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.***

**CITY OF WHEAT RIDGE, CO  
CERTIFICATION STATEMENT FOR  
ILLEGAL ALIENS, COMPLIANCE TO HB 1343**

The vendor, whose name and signature appear below, certifies and agrees as follows:

1. The vendor shall comply with the provision of CRS 8-17.5-101 et seq.
2. The vendor shall not knowingly employ or contract with an illegal alien to perform this work, or enter into a contract with a subcontractor who knowingly employs or contracts with an illegal alien.
3. The vendor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b)(I).
4. The vendor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate an award for breach of contract, and the vendor shall be liable for actual and consequential damages to the City of Wheat Ridge.

CERTIFIED and AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

RFP NUMBER AND TITLE: \_\_\_\_\_

FIRM SUBMITTING PROPOSAL: \_\_\_\_\_  
(print full legal name)

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

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

Attestation: (a corporate attestation is required)

BY: \_\_\_\_\_  
(Corporate secretary, or equivalent)

Place Corporate seal here, if applicable

***Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsive and therefore disqualified from bidding.***

**CITY OF WHEAT RIDGE, CO**  
**NON-DISCRIMINATION ASSURANCE FORM**  
**TITLE VI REGULATIONS AT 49 CFR PART 21**

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color or national origin by any entity receiving Federal financial assistance.

The City of Wheat Ridge is a recipient of Federal financial assistance and as such, it—as well as all of its responsible agents, contractors and consultants—is required by the United States Department of Transportation Title VI Regulations at 49 CFR Part 21 (the Regulations) to assure nondiscrimination. The City of Wheat Ridge assures that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, or national origin under any program or activity conducted by the City.

All bidders are hereby notified that the City of Wheat Ridge will affirmatively ensure that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. This applies to all solicitations for bids for work or material subject to the Regulations, and for all proposals for negotiated agreements.

The bidder, whose name and signature appear below, certifies and agrees as follows:

1. The bidder shall comply with the provisions of Title VI of the Civil Rights Act of 1964.
2. The bidder assures the City of Wheat Ridge that disadvantaged business enterprises are afforded full opportunity to submit bids as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color or national origin in consideration for award.
3. The bidder shall comply with all reasonable requests made in the course of an investigation of Title VI, the Regulations and this assurance by the Colorado Department of Transportation, the US Department of Transportation or the City of Wheat Ridge, as a sub-recipient of Federal financial assistance.
4. The bidder agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, the Regulations and this assurance.

FIRM: \_\_\_\_\_  
(Print full legal name of company)

AUTHORIZED SIGNATURE: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date Certified and Agreed: \_\_\_\_\_

Attestation: (A corporate attestation is required)

Place corporate seal below:

BY: \_\_\_\_\_  
Corporate Secretary or Equivalent

***Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsive and therefore disqualified from bidding.***

**CITY OF WHEAT RIDGE, CO**  
**NON-COLLUSION AFFIDAVIT**  
**RFB-15-29**  
**OUTDOOR POOL REPAIR and MAINTENANCE**

COMPANY SUBMITTING BID \_\_\_\_\_

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

\_\_\_\_\_ of lawful age, being duly sworn, on oath says that (s)he is the agent authorized by the Bidder to submit the attached bid. Affidavit further states that the Bidder has not been a party of any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or any Federal, State or Municipal official or employees as to quantity, quality, or price in the prospective Contract, or any other items of said prospective Contract; or in any discussions between bidders and any Federal, State or Municipal official concerning exchange of money or other thing of value for special consideration in the letting of a Contract.

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

My Commission Expires:

*Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.*

**CITY OF WHEAT RIDGE, CO  
VENDOR QUALIFICATION FORM  
RFB-15-29  
OUTDOOR POOL REPAIR and MAINTENANCE**

The following information is considered the minimum required to evaluate the qualifications of vendors intending to provide services for the City of Wheat Ridge. Any additional information the vendor feels is pertinent, or which clarifies items below, is welcome and may be attached.

The City will contact previous clients and references as a part of the evaluation process; thus, letters of reference may shorten the evaluation period, if they are attached to this form.

1. **Name of firm:** \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Principal in Charge: \_\_\_\_\_

Email: \_\_\_\_\_

Type of business organization:

Sole Proprietorship \_\_\_\_\_ Corporation \_\_\_\_\_

Partnership \_\_\_\_\_ Limited Partnership \_\_\_\_\_

State in which incorporated: \_\_\_\_\_ Joint Venture \_\_\_\_\_

Name, position, and address of contact person regarding the information on this form:

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

Number of years your firm has done business under current name: \_\_\_\_\_

Previous firm names and / or partnerships (or firms you have had any interest in), and number of years of each name:

\_\_\_\_\_

2. **Attach a list of major projects in which you have been involved during the past two (2) years. For each project indicate the following, (a minimum of 3 similar projects are required):**

- Original contract bid amount
- Owner (address, telephone number, and contact name)
- Project description
- Litigation or claims related to each project—state nature of claim(s), the parties, the dollar value, the status and outcome—including the value of any judgment(s) or settlement(s)
- Name, address, and phone number(s) of reference(s)

3. **List major equipment, facilities, number and type of employees available for City contract work. Specify type of work normally done by your forces, and type of work you normally subcontract.**

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4. **Have you ever terminated or abandoned any work prior to completion, or had work completed by others?**

No  Yes

If yes, describe the situation:

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5. **Has your firm—or any firm you have had any interest in—ever been debarred or prohibited from contract work with any government or private institution?**

No  Yes

If yes, describe the situation:

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6. **Have any bonds been called on any of your projects?**

No  Yes

If yes, describe the situation:

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**City Staff will evaluate all qualification forms. The evaluation will include the following:**

- Verification of statements and information provided
- Ability to perform work of similar nature
- Financial stability and capability
- Any pattern of controversy, poor management, delayed claims, late completion, inferior service or equipment, or other undesirable characteristics

This qualification process is not intended to restrict competition. The intent is to protect the City's legitimate interests by ensuring that vendors are competent, capable of quality work, and financially able to complete the work awarded.

***Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.***



**CITY OF WHEAT RIDGE  
RFB-15-29  
OUTDOOR POOL REPAIR and MAINTENANCE**

**SAMPLE AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_ 2015 by and between the City of Wheat Ridge, Colorado, hereinafter called "Owner" and \_\_\_\_\_, doing business as an individual, whose business address is \_\_\_\_\_, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned the parties agree as follows:

1. The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to complete the work required for the Project titled, **RFB-15-29, OUTDOOR POOL REPAIR and MAINTENANCE**, in accordance with the Contract Bid Documents.
2. The Contractor agrees to perform all the Work described in the Contract Bid Documents and comply with the terms therein for the Total Contract amount of \_\_\_\_\_ **DOLLARS (\$ \_\_\_\_\_)** which includes any alternates.
3. The Contractor agrees to complete the Work required by the Contract Documents prior to May 1, 2016 unless the time for completion is extended otherwise by written changes to the Contract Bid Documents.
4. The term "CONTRACT BID DOCUMENTS" means and includes the following:

A	Signature Page	I	Agreement
B	Advertisement for Bids	J	Notice to Proceed
C	Information for Bidders	K	Addenda
D	Contractor Qualification	L	Drawings / Exhibits
E	List of Subcontractors		
F	Non-Discrimination Assurance		
G	Illegal Alien Certification		
H	Non-Collusion Affidavit		
5. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions, such amounts as required by the Contract Documents.
6. Section 2-3 of the City's Code of Laws is presented below:
  - (a) FISCAL YEAR. Fiscal year for the City shall commence on January 1 and end on December 31.
  - (b) BUDGET CONTAINS APPROPRIATIONS. The City Council shall annually adopt a budget in a manner consistent with the provisions of Chapter X of the Home Rule Charter of the City of Wheat Ridge. Upon the annual adoption by City Council of each year's budget, levels of authorized expenditures from the funds indicated within the annual budget itself and/or the adopting resolution shall constitute the appropriation of the amounts specified therein for the purposes specified therein. During the course of each fiscal year, approval by the City Council of contracts for goods or services, and/or approval of bids for the provision of specified goods or services, shall likewise constitute appropriations of the amounts specified therein for the purposes specified therein.
  - (c) NO CONTRACT TO EXCEED APPROPRIATION. During each and any fiscal year, no contract entered into by or on behalf of the City shall expend or contract to expend any money, or incur any liability, nor shall any contract be entered into nor any bid be awarded by on behalf of the City which, by its terms, involves the expenditure of money for any of the purposes for which provision is made either in the adopted budget or adopting resolution, including any legally authorized amendments thereto, in excess of the amount appropriated in the budget or the approved contract or bid amount. Any contract or bid award, either verbal or written, made in violation of the

provisions of this Section shall be void as to the City and no City monies from any source whatsoever shall be paid thereon.

- (d) **AMENDMENTS AND AUTHORIZED EXPENDITURES.** Nothing contained herein shall preclude the City Council from adopting supplemental appropriation in a manner consistent with the provisions of Section 10.12 of the Home Rule Charter of the City of Wheat Ridge. Further, nothing contained in this Section shall prevent the making of contracts for governmental services or for capital outlay for a period exceeding one year if such contracts are otherwise allowed by the Home Rule Charter of the City; provided, however, any contract so made shall be executory only for the amounts agreed to be paid for such services to be rendered in succeeding fiscal years.

The City Manager is authorized to review and approve change orders and modifications up to ten (10%) percent of the original contract amount.

- (e) **NOTICE TO PARTIES CONTRACTING WITH THE CITY.** All persons contracting with, or selling goods or services to, the City are hereby placed on notice of the provisions of this Section. The provisions of this Section shall become a part of the Merit System Personnel Rules and Regulations of the City of Wheat Ridge; shall be referred to specifically in all public works bid documents and contracts; and shall be incorporated into, or specifically noted within, all other contracts entered into by or on behalf of the City wherein City funds are used to pay for said contract.
- (f) The City may, by contract, require the contractor awarded a public works contract to waive, release or extinguish its rights to recover costs or damages, or obtain an equitable adjustment, for delays in performing such contract, if such delay is caused, in whole or part, by acts or omissions of the City or its agents, if the contract provides that an extension of time for completion of the work is the Contractor's remedy for such delay. Such a clause is valid and enforceable, any provision of State Law to the contrary notwithstanding.
- (g) The City Council, by this ordinance, declares its local contracting powers to be a matter of purely local concern, and further specifically intends to supersede, pursuant to its powers under Article XX of the Colorado Constitution, the provisions of Sections 24-91-101 and 103.5, C.R.S., insofar as they conflict with the provisions of this Section of the Code of Laws of the City of Wheat Ridge, Colorado.

**7. NOTICES**

Any notice or communication given pursuant to this Agreement to the City shall be made in writing:

<b>City Contact:</b>	<b>Contractor Contact:</b>
Name:	Name:
Address:	Address:
E-mail:	Fax:
Phone:	Phone:
Fax:	Fax:

- 8. The Contractor agrees to abide by the requirements under EXECUTIVE ORDER NO. 11246 as amended, including specifically the provisions governed by the Equal Opportunity Commission and also to abide by the requirements of the IMMIGRATION REFORM AND CONTRACT ACT OF 1986 and the requirements of the AMERICANS WITH DISABILITIES Act of 1991; and the United States Department of Transportation Title VI Regulations at 49 CFR Part 21 requirements under the Civil Rights Act of 1964, assuring that no person shall on the grounds of race, color, or national origin be excluded from participation in the opportunity to bid, or be discriminated against in consideration of award of this project.
- 9. In accordance with CRS Title 24, Article 91, Section 103.6, Paragraph 2, Subparagraph a, the City of Wheat Ridge hereby states that funds have been appropriated for this Project in an amount equal to or in excess of the Original Contract Amount.
- 10. **Illegal Aliens – Public Contracts for Services.** CRS 8-17.5-101 and Public Law 208, 104<sup>th</sup> Congress, as amended and expanded in Public Law 156, 108<sup>th</sup> Congress, as amended:

The Contactor certifies that he/she shall comply with the provisions of CRS 8-17.5-101et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise will comply with the requirements of CRS 8-17.5-101 (2)(b)(I). The Contractor shall comply with all reasonable requests made in the course of an investigation by the CO Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the City.

11. The Contractor shall maintain a Commercial General Liability insurance policy to protect the Contractor and the City from any and all claims of bodily injury and property damage, including death, which may arise from the Contractor's operations and completed operations under this Contract, including the work of its subcontractors. The liability policy shall be the primary and non-contributory insurance for such claims and shall not contain any "excess" or "other insurance" clauses which limit its primary coverage. The liability policy shall not be terminated or cancelled prior to the completion of this contract without at least 45 days prior written notice to the City. The Contractor shall carry and also require all of its subcontractors to carry Commercial General Liability and Automobile Liability insurance in accordance with the following stipulated limits:

**For Liability:** \$1,000,000 per Occurrence/\$2,000,000 Aggregate Bodily Injury & Property Damage Combined Single Limit

**For Automobile:**\$1,000,000 Bodily Injury & Property Damage Combined Single Limit each Accident

#### **Builder's Risk**

**Insurance:** The Contractor shall insure 100% of the replacement value of the work and materials installed and delivered, plus the replacement value of the work or materials furnished or delivered but not yet paid for by the City, for the life of the contract on an All-Risk basis, subject to the normal exclusions, terms and conditions of the standard Builder's Risk insurance policy with an insurance company or companies acceptable to the City.

The Contractor shall be responsible for all damage to the work under construction until acceptance of and release of responsibility for the work to the City.

**Workers' Compensation Insurance:** The Contractor shall provide Workers' Compensation and Employer's Liability insurance in conformance with all Colorado statutory limits for all persons employed by the Contractor on the work to be performed under this contract, and shall require all of its subcontractors to provide the same.

**Certificates of Insurance:** Certificates of Insurance shall be attached to the executed contract documents and shall become part of the contract as information documents only. The certificates shall provide that the insurance shall not be cancelled or terminated prior to completion of the work and that forty-five (45) days' notice shall be given the City prior to cancellation of policies.

**Indemnification of City:** Contractor hereby indemnifies and agrees to hold the City and its representatives and agents harmless for and on account of any act or omission of the Contractor in the execution and completion of the project specified herein, and this indemnification shall extend to and include Bodily Injury, Property Damage or Personal Injury, including compensatory, economic, punitive or special damages suffer by any person or entity in connection with the project. Contractor agrees to defend the City hereunder and indemnify the City, to include all court costs and attorney's fees incurred in any defense required to be undertaken by the City as a result of the actions of the Contractor on the project. The City of Wheat Ridge, its officers and employees shall be added to the Contractor's Commercial General Liability policy as Additional Insured as its interests may appear.

Notwithstanding the foregoing, nothing contained herein shall be deemed a waiver by the City of any of the protections afforded the City by virtue of the provisions of the Colorado governmental Immunity Act (Colo. Rev. Stat. 24-10-101).

12. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in **Two (2) copies**, each of which shall be deemed an original on the date first above written.

**ATTEST:**

\_\_\_\_\_  
JANELLE SHAVER, CITY CLERK

\_\_\_\_\_  
DATE

**OWNER**

CITY OF WHEAT RIDGE  
7500 WEST 29TH AVENUE  
WHEAT RIDGE, CO 80033  
303-234-5900

\_\_\_\_\_  
JOYCE JAY, MAYOR

(Seal)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
GERALD DAHL, CITY ATTORNEY

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**CONTRACTOR**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**ATTACHMENT A**  
**RFB-15-29**  
**OUTDOOR POOL REPAIR and MAINTENANCE**

**BID SCHEDULE**

Response time is critical. Work must be complete and accepted by May 13, 2016. All applicable State of Colorado and Federal laws, City and County ordinances, licenses, permits, and regulations shall apply to this award and the duration of the agreement.

Bidder has examined the site and locality where the work is to be performed, as well as the legal requirements (Federal, State, and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress, or performance of the work, and has made such independent investigation as Bidder deems necessary.

Bidder will complete the work for all accepted bid items and provide all materials, labor, and equipment to complete the work as per bid specifications. It is the Owner's intent to award a single contract to the qualified, low bidder deemed most responsive and responsible. Bidder acknowledges Bidder has read the bid documents thoroughly before submitting a bid, will fulfill the obligations in accordance with the Scope of Work or specifications, agrees to terms and conditions as outlined, and is submitting without collusion with any other firms. Do not submit more than one bid from your firm, or both bids will be deemed non-responsive and be disqualified. Submit bid with authorized signature(s) where indicated.

In addition, as applicable:

Bidder must include Drawings and Specifications, if bidding an equal. A product, component or process whose use in or on a particular project is specified as a standard for comparison purposes only, unless stated that no substitutes are allowed. The "equal" product, component or process shall be the same or better than that named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project requirements will be made by the City. It is the responsibility of the supplier to provide all necessary information for determining equality.

Bidder shall detail all Warranties.

Bidder shall identify Value Engineering.

**Continued, next page.**

**COMPANY SUBMITTING THIS BID:** \_\_\_\_\_

Bidder agrees to perform all the work described in the Contract Documents for the following unit prices or lump sums, as specified:

	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENSION
1	Prep and resurface Lap Pool and Splash Down Pool and repair tile, replace grates, etc., as described	1	Lump sum	\$	\$
2	Repair Family Pool floor, prep and resurface, repair tile, replace grates, etc., and Resurface the decking around spray cage and Tap N Tunes, as described	1	Lump sum	\$	\$
3	New Shade Umbrella – Large and installed as described	2	Each	\$	\$
4	Make repairs or replacements to the Family Pool water toys and water features, as described. To include: A new mushroom feature, deck water cannon, Trio of Fun by Rainbow, Water Odyssey Aqua Arches, Depth Chargers on pool floor, Mushrooms Maze by Water Odyssey, Water Cage and Tap N Tunes	1	Lump sum	\$	\$
5a	Hydro Tower removal, cap, etc. as described	1	Lump Sum	\$	\$
5b	Hydro Tower recycle compensation	1	Estimate paid to Owner	(\$)	(\$)
6	Small Water Slides, remove and replace as described	2	Each	\$	\$
7	Miscellaneous Item – Make repairs and test for proper hydrodynamic flow through skimmers and grates	1	Lump Sum	\$	\$
8	Miscellaneous Item – Install new stainless steel railing and ramp to meet current ADA standards in the zero depth entry to the Family Pool (aka Leisure Pool)	1	Lump Sum	\$	\$
9	Mobilization	1	lump sum	\$	\$

Total Project Cost \$ \_\_\_\_\_

Dollars and \_\_\_\_\_ Cents