



REQUEST FOR BIDS
RFB-16-19
CITY FIREWALL REPLACEMENT

BID DUE DATE: TUESDAY, JUNE 14, 2016 BY 1:00 PM OUR CLOCK

SEALED BIDS MUST BE MAILED OR DELIVERED TO:

City of Wheat Ridge Municipal Building
Attention: Jennifer Nellis, CPPB
Purchasing & Contracting Division
7500 W 29th Avenue
Wheat Ridge, CO 80033

FEIN/SSN (Required) _____ F.O.B.: DESTINATION _____
Federal I.D. Number

DELIVERY (upon receipt of order) _____ TERMS: _____
Specify days or weeks, include shipping time

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

PHONE _____ FAX _____

CLEARLY TYPE/PRINT NAME _____

AUTHORIZED SIGNATURE OF PERSON ABOVE _____

TITLE _____ EMAIL _____

ACKNOWLEDGE ADDENDUM (How Many) _____
Bidder is responsible for confirming receipt of all addenda

DO NOT CONTACT THE USER DEPARTMENT OR MEMBERS OF THE EVALUATION COMMITTEE.

No oral, facsimile or telephone bids or modifications will be accepted as a sealed bid. Signature acknowledges that Bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions and specifications without collusion with any individual or firm. **Do not submit more than one bid from your firm or both bids will be disqualified.** Bid must be signed.

POINT OF CONTACT: Jennifer Nellis, Purchasing Agent, jnellis@ci.wheatridge.co.us or fax 303-234-5924 or 303-235-2811.

SIGNATURE PAGE - SUBMIT THIS PAGE WITH YOUR BID

**ADVERTISEMENT FOR BIDS
RFB-16-19
CITY FIREWALL REPLACEMENT**

Bid Due Date: TUESDAY, JUNE 14 BY 1:00 PM OUR CLOCK

Project Description: The City of Wheat Ridge is seeking to replace two existing Cisco ASA5520 firewalls with a product that supports Next Generation features and capabilities. The City intends to purchase a turn-key Cisco product solution, configuration and installation, as further described.

The project includes purchase of Cisco hardware and software, 24X7 Cisco Smart Net support, delivery and installation of new gear following professional configuration and rule analysis services from a firm qualified to provide a complete, on-budget, turn-key solution. Installation is likely to be scheduled after normal business hours conclude at 5 PM and continue until the implementation is completed during this 'fork-lift' upgrade. Delivery and installation of new equipment is anticipated for mid to late July, 2016. The estimated budget is \$230,000.

Mandatory Pre-Bid Meeting: Thursday, May 26, 2016 at 11:00 AM in the Lobby Conference Room of the City of Wheat Ridge Municipal Building. Attendance is mandatory.

Minimum Qualifications: Bidders must be financially responsible and presently engaged in the business of providing Cisco networking hardware. Cisco Certified Internetwork Expert (CCIE) certification required. Installers must pass current CBI background check. References are required.

Deadline for Questions: NOON on Wednesday, JUNE 1, 2016 in writing to jnellis@ci.wheatridge.co.us

Submit To: City of Wheat Ridge Municipal Building
Attn: Jennifer Nellis, CPPB
Purchasing & Contracting Division
7500 W 29th Avenue
Wheat Ridge, CO 80033

Submit in a Sealed Envelope, Marked: RFB-16-19 CITY FIREWALL REPLACEMENT

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

All bids shall be validated and no bids will be accepted after the bid due time. Bids received after the bid opening time will be filed unopened. 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: For bid opportunities, addendum and project updates visit RMEPS (Bidnet www.rockymountainbidsystem.com (1-800-835-4603 option #2) or the City Website www.ci.wheatridge.co.us or the City of Wheat Ridge Municipal Building, Purchasing Division, 7500 W 29th Avenue, Wheat Ridge, CO.

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

Publish Dates:
City Website and RMEPS May 20, 2016

Jennifer Nellis, Purchasing Agent

**CITY OF WHEAT RIDGE
RFB-16-19
CITY FIREWALL REPLACEMENT**

Objective: To seek and procure goods and/or services as per Technical Specifications to provide a turn-key solution. Intent is to award to one vendor. Price should include inside delivery, configuration and analysis services prior to installation and implementation. Anticipated replacement schedule is mid to late July, 2016. FOB destination (freight included).

POINT OF CONTACT: Jennifer Nellis, Purchasing Agent, jnellis@ci.wheatridge.co.us or fax 303-234-5924 or phone 303-235-2811 on all questions and inquiries. Do not contact the user department.

TERMS AND CONDITIONS

Delivery Address: City of Wheat Ridge Municipal Building, Attn: Information Technologies, 7500 West 29th Ave., Wheat Ridge, CO 80033. There is no dock at this location.

Payment: Payments will be made within thirty (30) days of receipt of approved delivery, successful installation 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.

Modification or Changes: All modifications must be in writing and signed by both parties.

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, 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 direction of the City.

Assignment/Subcontract: No portion of this Bid may be assigned or subcontracted without the prior written approval of the City.

Evaluation and Award will be to the lowest most responsive and responsible bidder whose bid meets the requirements and criteria specified. Also considered is the ability and willingness of the bidder to provide quality goods and service required for a turn-key installation. An example of our standard agreement is included in these documents, all terms and conditions shall apply. Award will be based on an item-by-item base bid amount on the Bid Price Sheet, within budget, and if funding permits may include one or all of the optional bid items. Do not qualify your bid nor alter the bid format. The following is a partial list of the criteria that may be used in 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 and / or service
- Cost of equipment and service
- Anticipated future cost and experience

Equals: The City makes the sole determination if a product is an equal or not.

Bid Results are posted on the City of Wheat Ridge website at www.ci.wheatridge.co.us Access the site for bid results. If award is not yet posted, it is still under evaluation.

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 contract or bid award. The Contractor is specifically advised of this Section 2-4 of the Code of Laws. This Contract is specifically subject to the provisions of said Code Section. Funding of this contract for any time period after January 1, of the year succeeding the date of entry of this contract is expressly contingent upon appropriations being made by the City Council of the City of Wheat Ridge, Colorado. No promise, expressed or implied, is made that such funding will be approved by the City Council, acting in its legislative discretion.

Low Tie Bids shall be decided in accordance with the provision of C.R.S., Section 24-113-203.5, as it currently exists or is hereafter amended, which give a preference to resident bidders. Any bidder who wishes to be considered a "resident bidder" for purposes of the tie bid procedure provided in C.R.S., Section 24-113-203.5 shall include with their bid proof that he/she meets the definition of resident bidder as set forth in either C.R.S., Section 24-113-111 (6)(a) or C.R.S., Section 24-113-111 (6) (b).

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/service bid upon and that they have the necessary financial resources to provide the proposed good or service as described in the specifications.

Termination for Cause: If the successful Bidder shall fail to fulfill in a timely and proper manner its obligations, 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 the damages is assessed.

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, 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.

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 before the effective date of such termination. In that event, all finished or unfinished services, reports, materials prepared or furnished by the successful Bidder under the award shall at the option of the City become its property. If the award is terminated by the City, the successful vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Bidder covered by the award, less payments of compensation previously made. If the award is terminated due to the fault of the successful Bidder, termination of award for cause, relative to termination shall apply.

Indemnification: The Consultant agrees to indemnify and to hold the City and its agents 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 causes or sustained by any person or persons as a result of the negligent performance or failure of the Consultant to provide services pursuant to the terms of this Agreement.

INSTRUCTIONS TO BIDDERS

1. Bids will only be accepted on the forms provided. Do not re-type forms. Provide all requested information and authorized signature in ink.

2. 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".
3. **Do not submit an alternate or optional bid, unless requested.** If a vendor submits more than one (1) bid, the bids will be deemed non-responsive, therefore, disqualified. This includes more than one price for a single item.
4. All changes or modifications (adds, deletes, additional information, etc.) shall be distributed through written addendum and provided to all bidders. Verbal responses will not be considered.
5. A bid with missing or inconsistent information may be considered non-responsive and may not be evaluated. Do not qualify your bid nor alter the bid format.
6. The bid price shall be exclusive of any Federal, State or City taxes. Tax exempt #84-0595832 Federal, #98-03515 State, and #70000 City. Tax exemption certificates will be issued upon request.
7. All bids must be F.O.B. destination, freight prepaid, unless otherwise directed.
8. **SUBMIT ONE (1) MARKED ORIGINAL AND ONE (1) MARKED COPY OF YOUR BID.**
9. **Submit your bid no later than TUESDAY, JUNE 14, 2016 by 1:00 PM local time and by our clock, to the Wheat Ridge Municipal Building 7500 W 29th Avenue, Wheat Ridge, CO 80033. Attention: Jennifer Nellis, Purchasing Agent. BIDS submitted to any other location will not be accepted and considered non-responsive.**
11. Bids will be accepted in the Purchasing Division only. Time and date validation will occur. All bids received after the deadline are considered non-responsive and disqualified.
11. Bids must be sealed. Must mark bid number **RFB-16-19** and bid due date and time on the outside envelope. No fax bids will be accepted.
12. **VENDOR REQUIREMENTS:** Submit the following with your bid.
 - A. **Signature Page 1:** complete and sign.
 - B. **Addendum:** Check website www.ci.wheatridge.co.us or call the Purchasing Office 303-235-2811 to confirm the number of Addenda issued.
 - C. **Warranties:** Provide detailed information regarding labor and parts warranties.
 - D. **Deliver Bid** to City of Wheat Ridge, Purchasing Division, Municipal Building, 7500 W. 29th Avenue, Wheat Ridge, CO 80033.
 - E. **Price:** Per the Technical Specifications and bid requirements the Price List and Trade-In Worksheet must be completed. Provide pricing and return as your Bid. Pricing shall be firm throughout the effective period. Bid shall be valid for sixty (60) calendar days after bid opening date. Bids shall not be withdrawn after bid due date.
 - F. **Additional Information** relating to this bid, such as detailed specifications for equals, standard agreement, brochures, etc., may be submitted with your bid.
 - G. **References:** Provide at least three (3) references of clients that have purchased this model or similar and turn-key installation of this equipment. Include contact name, telephone number, and detail of service provided.

H. **Insurance:** Provide a statement assuring your ability and intent to provide a certificate of insurance for general liability, workers compensation, and automobile insurance in limits prescribed by City and State requirements, as per attachment. Proof of insurance will be required at time of award.

13. **ANTICIPATED SCHEDULE OF EVENTS**

Advertisement	May 20, 2016
Mandatory Pre-Bid Meeting	May 26, 2016 11:00 am
Deadline for Questions	June 1, 2016 noon
Final Addendum	June 7, 2016
BID Due Date	June 14, 2016 by 1:00 pm, by our clock
CAF (internal)	June 17 or July 1
Present to Council for Award	June 27 or July 11, depending on CAF submittal date
Start Date of Installation	TBD – mid-late July, or as otherwise agreed

DO NOT SUBMIT ABOVE TEXT PAGES

**RFB-16-19
CITY FIREWALL REPLACEMENT**

SCOPE OF WORK

The project goal is to replace the City's existing Cisco ASA5520 firewalls with a Cisco firewall product that supports Next Generation features and capabilities. There are currently two ASA5520 firewalls in place configured for active/passive failover. The replacement firewall will be a single instance device with no requirement for redundant hardware or failover configuration. The City is procuring a Cisco Firepower Model 4110 NGFW with a unified management Operating System that includes Application Visibility and Control in the base OS.

The City also desires to include for consideration optional supporting modules for implementation of a Next-Gen Intrusion Prevention System, Advanced Malware Protection, and URL filtering. These may be purchased individually, or collectively. Pricing is requested on a per unit basis.

The selected vendor will be required to perform an analysis of the existing rule base and configurations before migration of those rules to the new firewall device. That analysis will be used to determine which rules are actually in use and those that are no longer valid. The Vendor will create a report of any unused address objects, services, networks, or rules that will not be transferred to the new device configuration.

The City has crucial business partnerships and employee work flows supported by site-to-site and client-to-site Virtual Private Networks. The City is of the understanding that VPN capability will not be supported by the base operating system of the 4110 device until some future date in 2017. To work around this limitation, a single instance ASA5506 firewall has been included in the specification to provide a device to terminate all of our current VPN connections.

The firewall replacement is the final piece of a larger implementation designed to take advantage of 10 Gigabit interfaces on the 4110, and thereby extend 10 Gigabit fiber optic connections to existing Cisco 4507 core switches and Cisco 2960X access switches servicing the various departments within the City Hall building. The Vendor will be expected to properly pre-stage, pre-configure, install and cutover network services in such a manner as to minimize the impact on City employees and our business partners. This work will be done within a combination of normal business hours of 8AM-5PM Monday through Friday, after hours, before hours and weekends. The implementation work schedule will be determined by our needs for a turn-key 'fork-lift' replacement of the firewall.

The existing equipment will remain the property of the City, and may be sold at auction at some future date.

TECHNICAL SPECIFICATIONS

BID PER THE SPECIFICATIONS. EQUAL MUST MEET OR EXCEED SPECIFICATIONS, CISCO IS THE SPECIFIED BRAND. PRICE SHOULD INCLUDE ALL EQUIPMENT, PRODUCT, TRAINING, CONFIGURATION, INSTALLATION AND INSIDE DELIVERY TO A FIRST FLOOR LOCATION. FOB DESTINATION. PROVIDE QUICKEST DELIVERY TIME WITHOUT EXTRA CHARGES. NO DOCK AREA FOR DELIVERY PURPOSES, THUS A LIFTGATE MAY BE NEEDED.

General

It is the intent of these specifications to describe the requirements in sufficient detail to secure bids. All parts not specifically mentioned which are necessary to provide efficient functionality shall be included in the bid. All equipment shall be in compliance with the listed specifications.

Required Services

For the purposes of maintaining consistent operations of the City information technology systems the City requirements include:

- Cisco hardware (see detail / price sheet)

- 24x7 Cisco Smart Net support

- Inside delivery of new gear – FOB Destination, Prepaid, no loading dock, lift truck may be required

- Professional services to provide a complete turn-key solution

Delivery and staging of equipment should occur during normal business hours, 8 AM – 5 PM Monday – Friday. Installation will occur on a weekday, beginning after 5:00 PM and continuing until the implementation is complete.

Labor and parts warranties are required.

Dates

Delivery and installation projected for mid to late July, 2016, TBD.

Experience

Technical, professional experience selling, installing and implementing the functions of Cisco networking hardware is required. Minimum of 3 references required. Please provide a copy of bidder's Cisco Certified Internetwork Expert (CCIE) certification. If using sub-contractors for any portion of this turn-key solution, please identify the work they will be doing, and include certifications and references.

PRICING

**RFB-16-19
City Firewall Replacement**

**This Ent IP Sheet must be entirely completed and submitted as your bid to be considered a responsive bidder. Use this form as no other bid format will be accepted.
TOTAL PURCHASE PRICE WITH TURN-KEY INSTALLATION.**

Name of Firm; _____

Line	QTY	Item Number	Item Description	Unit Price	Extended Price
1	1	FPR4110-BUN	Cisco Firepower 4110 Master Bundle		
2	1	FPR4110-NGFW-K9	Cisco Firepower 4110 NGFW Appliance, 1U, 2 x NetMod Bays		
3	1	CON-S2P-FPR4110N	SNTC-24X7X2 Cisco Firepower 4110		
4	1	CAB-TA-NA	North America AC Type A Power Cable		
5	1	SF-FXOS4K-1.1-K9	Firepower Extensible Operating System (FXOS) for FPR4K		
6	1	SF-FPR-TD6.0.1-K9	Cisco Firepower Threat Defense software v6.0.1		
7	1	FPR4110T-BASE	Cisco FPR4110 Threat Defense Base License		
8	1	FPR4K-SSD200	Firepower 4000 Series SSD for FPR-4110/4120		
9	1	FPR4K-SSD-BBLKD	Firepower 4000 Series SSD Slot Carrier		
10	1	FPR4K-PSU-BLANK	Firepower 4000 Series Chassis Power Supply Blank Slot Cover		
11	1	FPR4K-PWR-AC-1100	Firepower 4000 Series 1100W AC Power Supply		
12	1	FPR4K-ACC-KIT	FPR4K Hardware Accessory Kit (Rack Mounts, Cables)		

13	6	FPR4K-FAN	Firepower 4000 Series Fan		
LINE	QTY	ITEM #	DESCRIPTION	UNIT \$	EXTENDED \$
14	1	FPR4K-RACK-MNT	Firepower 4000 Series Rack Mount Kit		
15	1	GLC-T	1000BASE-T SFP		
16	1	FPR4K-NM-BLANK	Firepower 4000 Series Network Module Blank Slot Cover		
17	1	FPR4K-NM-BLANK	Firepower 4000 Series Network Module Blank Slot Cover		
18	1	L-FPR4110T-TMC=	Cisco FPR4110 Threat Defense Threat, Malware and URL License		
19	1	L-FPR4110T-TMC-1Y	Cisco FPR4110 Threat Defense Threat, Malware and URL 1Y Subs		
20	1	ASA5506-K9	ASA 5506-X with FirePOWER services, 8GE, AC, 3DES/AES		
21	1	CON-SNT-ASA5506K	SNTC-8X5XNBD ASA 5506-X with FirePOWER services, 8GE,		
22	1	ASA5506-SSD	ASA 5506-X SSD		
23	1	SF-ASA-K-9.5-K8	ASA 9.5 Software image for ASA 5506/5508/5516 series		
24	1	ASA5506-CTRL-LIC	Cisco ASA5506 Control License		
25	1	SF-ASA-FP5.4.1-K9	Cisco FirePOWER Software v5.4.1 for ASA 5500-X		
26	1	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m		
27	1	ASA5506-PWR-AC	ASA 5506-X Power Adaptor		
28	1	ASA5500-ENCR-K9	ASA 5500 Strong Encryption License (3DES/AES)		
29	6	SFP-10G-SR=	10GBASE-SR SFP Module		

30	1	L-AC-PLS-1YR-G	Cisco AnyConnect / RA VPN 1-Yr Plus License Group		
LINE #	QTY	ITEM #	DESCRIPTION	UNIT \$	EXTENDED \$
31	1	AC-PLS-1YR-25-S	Cisco AnyConnect 1-Yr 25 User Plus License		
32	1	AC-PLS-1YR-25	Cisco AnyConnect 1-Yr 25 User Plus Subscription		
33	99999	L-AC-PLS-S-1Y-25	Cisco AnyConnect 1-Yr 25 User Plus (ASA License Key)		
34	1	FS2000-K9	Cisco Firepower Management Center 2000 Chassis		
35	2	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m		
36	2	FS2K-PWR-AC- 650W	Cisco FireSIGHT AC Power Supply 650W		
37	1	FSXK-5.4.1-K9	Cisco FireSIGHT Management Center Software v5.4.1		
38	1	FS2000-FSIGHT-LIC	Cisco FireSIGHT Management Center 2000 Software License		
39	2	FS2K-NIC-SFP	Cisco FireSIGHT 10 Gbps Ethernet SFP SR		
40	2	FS2K-CPU-E52630	Cisco FireSIGHT CPU 15M Cache, 2.60 GHz		
41	4	FS2K-MEM-16GB	Cisco FireSIGHT 16G 1600MHZ non-mirrored RAM		
42	1	FS2K-RAID-9271	Cisco FireSIGHT MegaRaid PCIe SAS Controller with Supercap		
43	1	R2XX-RAID5	Enable RAID 5 Setting		
44	4	FS2K-SAS-600G	Cisco FireSIGHT 600GB SAS Drive		
45	1	FS2K-10G-NIC	Cisco FireSIGHT X520-DA2 10 Gbps 2 port NIC		
46	1	FS2K-FLASH-16GB	Cisco FireSIGHT Flexible 16GB Flash Card		
47	2	WS-X4712-SFP+E=	Catalyst 4500 E-Series 12- Port 10GbE (SFP+)		

48	17	SFP-10G-SR	10GBase-SR SFP Module		
LINE #	QTY	ITEM #	DESCRIPTION	UNIT \$	EXTENDED \$
49	12	C3KX-NM-10-G=	Catalyst 3K-X 10G Network - Module		
50	20	HOURS	Professional installation, configuration and connection services (Normal Hours; Monday thru Friday; 8AM to 5PM estimate 20 Hours)		
51	20	HOURS	Professional installation, configuration and connection services (After 5PM Monday-Friday estimate 20 Hours)		
52	1	VENDOR	Shipping Fees		
53	1	VENDOR	Professional inside delivery & packing material removal services		
54	1	SMARTNET	SmartNet 24x7 support - 1 year		
BASE BID TOTAL					
OPTIONAL PURCHASE ITEMS					
OPT. 1	1	FEATURE SET	Next - Gen Intrusion Prevention System		
OPT. 2	1	FEATURE SET	Next - Gen Advanced Malware Protection		
OPT. 3	1	FEATURE SET	Next - Gen URL Filtering		



**RFB-16-19
SAMPLE AGREEMENT**

THIS AGREEMENT made this ____ day of _____, **2016**, by and between the City of Wheat Ridge, Colorado, hereinafter referred to as the “City” or “Owner” and _____, a _____ Corporation, located at _____, _____, hereinafter referred to as the “Contractor”.

WITNESSETH, that the City of Wheat Ridge and the Contractor agree as follows:

ARTICLE 1 – SERVICES

The Contractor shall serve as the City's Contractor and provide as a minimum all of the services and products required for **RFB-16-19** _____, the vendor's, bid, and any agreed modifications.

ARTICLE 2 – TERM

The work to be performed under this Agreement shall commence upon Council approval, receipt of signed agreement and insurance compliance.

ARTICLE 3 - PAYMENT AND FEE SCHEDULE

It is understood and agreed by and between the parties hereto, that the City shall pay the Consultant for purchased products and services provided and the Consultant shall accept a total of _____, \$ _____ or a Not to Exceed amount of _____, \$ _____ as full payment for goods and services, in accordance with the provisions and subject to the conditions as set forth in this Agreement and the documents referred to above.

ARTICLE 4 – INDEPENDENT CONTRACTOR

- A. In performing the work under this Agreement, the Contractor acts as an independent contractor and is solely responsible for necessary and adequate worker's compensation insurance, person injury and property damage insurance, as well as errors and omissions insurance. The Contractor, as an independent contractor, is obligated to pay federal and state income tax on monies earned. The personnel employed by the Contractor are not and shall not become employees, agents or servants of the City because of the performance of any work by this Agreement.
- B. The Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City will have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 5 – INSURANCE

In accordance with Article 4 above, the Contractor shall furnish a certificate of insurance upon notification of award and prior to performance. Work shall not commence under this Agreement until the Contractor has submitted to the City and received approval thereof, a certificate of Insurance showing compliance with the following minimum types and coverages of insurance.

<u>Type of Insurance</u>	<u>Minimum Limits of Liability</u>
Standard Workers' Compensation & Employers' Liability Including Occupations Disease Coverage	Statutory in conformance with the compensation laws of the State of Colorado
Comprehensive General Liability Insurance	\$250,000 each person; \$1,000,000 each occurrence
Comprehensive Automobile	\$250,000 each person;

All policies and/or Certificates of Insurance shall include the City of Wheat Ridge as an additional named insured. Nothing herein shall be deemed or construed as a waiver of any of the protections to which the Agencies may be entitled pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, C.R.S., as amended.

ARTICLE 6 – INDEMNIFICATION

The Contractor agrees to indemnify and to hold the City and its agents 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 causes or sustained by any person or persons as a result of the negligent performance or failure of the Contractor to provide services pursuant to the terms of this Agreement.

ARTICLE 7 – CHANGE ORDERS OR EXTENSIONS

The City may, from time to time, require changes in the scope of services of the Contractor to be performed herein. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the City and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the Request for Proposal, or if no provision exists, pursuant to the terms of the Change Order.

ARTICLE 8 – EQUAL EMPLOYMENT OPPORTUNITY

- A. The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees and shall ensure that employees are treated equally during employment, without regard to their age, race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship., The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the

foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 9 – CHARTER, LAWS AND ORDINANCES

The Contractor at all times during the performance of this Agreement, agrees to strictly adhere to all applicable Federal, State and Local laws, rules, regulations, and ordinances that affect or govern the work as contemplated under this Agreement.

ARTICLE 10 – LAW AND VENUE

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this contract is with the District Court of Jefferson County, Colorado.

ARTICLE 11 – TERMINATION

A. The Contractor acknowledges that his failure to accomplish the work as described shall be considered a material breach of the contract and entitle the City to consequential damages resulting from failures, acts, or omissions including but not limited to reprocurement costs, insufficient or improper work.

The City and the Contractor agree this contract may be canceled for cause by either party with a fifteen (15) day prior written notice. The cost of completing the portion of the work which remains unperformed at the time of such termination, shall be deducted from the contract price before payment is made.

B. The City may terminate the Agreement for its convenience upon thirty (30) days written notice. In the event of such termination, the Contractor will be paid for all work and expenses incurred up until the time of such termination.

C. All work accomplished by the Contractor prior to the date of such termination, shall be recorded and tangible work documents shall be transferred to and become the sole property of the City prior to payment for services rendered.

ARTICLE 12 – NOTICES

Notice or communication given pursuant to this Agreement shall be made in writing to:

City Contact:	Contractor Contact:
City contact name	Vendor contact name
Title, Department	Vendor
Address	Address
Wheat Ridge, CO 80033	City, State, Zip
City email address	Vendor email address
Phone:	Phone:
Fax:	Fax:

ARTICLE 13 – ASSIGNMENT AND SUBCONTRACTORS

The duties and obligations of the Contractor arising hereunder cannot be assigned, delegated, nor subcontracted except with the express written consent of the City. The subcontractors permitted by the City shall be subject to the requirements of this Agreement, and the Contractor is responsible for all subcontracting arrangements and the delivery of services as set forth in this Agreement. The Contractor shall be responsible for the performance of any sub-contractor.

ARTICLE 14 – SEVERABILITY

To the extent that the Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

ARTICLE 15 – INTEGRATION OF UNDERSTANDINGS

This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force and effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in writing and signed by an authorized representative of the City and the Contractor.

ARTICLE 16 – AUTHORIZATION

Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein and to perform the duties and obligations described herein.

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

ATTEST:

JANELLE SHAVER, CITY CLERK

DATE

(Seal)

APPROVED AS TO FORM:

GERALD DAHL, CITY ATTORNEY

ATTEST TO CONTRACTOR:

NAME

TITLE

DATE

OWNER

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

JOYCE JAY, MAYOR

CONTRACTOR

**Company Name
Address
City, State, Zip**

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

DATE

