



## **REQUEST FOR BIDS**

**RFB-16-35**

**BID DUE DATE: TUESDAY, NOVEMBER 22, 2016 BY 1:00 P.M. OUR  
CLOCK**

### **REBID DRY CLEANING SERVICES**

#### **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:**  
WHEAT RIDGE POLICE DEPARTMENT  
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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**ADVERTISEMENT FOR BIDS  
RFB-16-35  
REBID DRY CLEANING SERVICES**

**Bid Due Date: TUESDAY, NOVEMBER 22, 2016 BY 1:00 P.M. OUR CLOCK**

**Project Overview:** The City of Wheat Ridge (COWR) Police Department is requesting bids from qualified firms to provide Dry Cleaning Services. Scope, per Attachment A, Technical specifications. Pick-up and Delivery are required; 24-hour response time may be needed. Anticipated start date is **December, 2016** or sooner. This is intended to be awarded as a multi-year term agreement, one year with the option to renew for four additional one-year renewal periods. The estimated annual budget is \$28,000, not guaranteed.

**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).

**Deadline for Questions: MONDAY, NOVEMBER 14, 2016 BY NOON. 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-16-35, Dry Cleaning Services**

**Comments:** Submit one (1) original and two (2) complete copies. 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. 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.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com) (1-800-835-4603 option #2) and on the City's website, [www.ci.wheatridge.co.us](http://www.ci.wheatridge.co.us).

**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.

**Publish Dates:**

\_\_\_\_\_  
Jennifer Nellis, Purchasing Agent

**CITY WEBSITE**                      **DATE: 11/07/16**  
**VENDOR EMAIL/CONTACT**      **DATE: 11/07/16**

**CITY OF WHEAT RIDGE  
RFB-16-35  
REBID DRY CLEANING SERVICES**

**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 has previously contracted for these services. The terms of the previous agreement with Sunshine Cleaners & Laundry expired. This is a second attempt to solicit bid responses for these services. Sunshine Cleaners has provided good service and is eligible to respond.

The estimated budget is \$28,000.

**C. Objectives**

The purpose of this RFB is to contract with a qualified individual or firm to provide high quality dry cleaning services for approximately 80 people in the Police Department. Term shall be for one (1) year with the option to renew for four (4) additional one-year periods at the sole discretion of the City. Services may be continued on a month-to-month basis until a new bid award is established, as determined by the City.

**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:

- Pickup and delivery of clothing a minimum of 3 days a week.
- Laundry available for those items that don't warrant dry cleaning, as directed by the City.
- Excellent quality, military creases.
- Police uniforms and will include some civilian clothing.
- Ability to clean clothing exposed to bio-hazards.
- Monthly billing.
- One-time startup costs (bags/racks, etc.) Not to Exceed \$400.00.
- Expected Volume: 80 person's x 4-7 items (shirts/pants) per week = 320-560 items per week (Approximately 16,640 – 29,120 items per year). Quantity is not guaranteed.
- One item = 1 shirt, 1 pair of pants, or other: such as - jackets, sport coats or other items (uniform cap, neckties, skirts, blouses, outwear coat, vest covers, etc.)

**B.** Compensation to the City for any lost, stolen or damaged items. The Contractor shall pay the city for all lost, stolen or damaged items as determined by the City incurred in consequence of any defect, or mistake of the Contractor or his employees. The City and the Contractor shall come to an agreement of the cost of lost, stolen or damaged items. The cost shall be reimbursed to the City within 30 days or may be deducted in the next billing cycle and considered final compensation/restitution on a per item basis.

### III. **BID SUBMISSION**

#### A. Bid Submission

Submit one (1) bid marked "original," and one (1) additional printed copies, for a total of two (2) 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-16-35, DRY CLEANING SERVICES**

**BID DUE DATE: TUESDAY, NOVEMBER 22, 2016 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 City purchase order terms and conditions (available on our website). 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. Interviews or site-visits may be conducted.
- B. The following is a partial list of criteria that may be used in determining the award:
- Superior quality and adherence to specifications
  - Delivery and pick up equipment, schedule and/or response time
  - Guarantees and warranties
  - Firm experience, reputation and financial status (upon request)
  - Anticipated future cost and experience
- C. Award will be based on an item by item bid amount, base bid or a combination of the base bid and alternates.
- D. 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.

Event	Anticipated Date
RFB Issued	November 7, 2016
Inquiry Deadline	November 14, 2016 by Noon
Final Addendum Issued	November 16, 2016
Bid Due Date and Time	November 22, 2016 by 1:00 PM
Council Approval, if required	N/A
Start Date	December 2016
Completion Date	One-Year Following Start Date

## **VI. TERMS AND CONDITIONS**

- A. Term:** The initial period of the annual agreement is intended for the period of one year from the award date, with the option to renew for up to four additional one-year periods—at the sole discretion of the City.
- 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. Renewal:** Bid prices may not be increased within the first year of the agreement. The City has the option to renew the agreement at its discretion for up to four additional, optional one-year periods. Any requests for price increases for the optional years must be submitted to the City's Purchasing office at least sixty days in advance of the renewal date. Requests for price increases must be accompanied by written documentation of price increase from the manufacturer or the vendor's suppliers or service providers. The City reserves the right to accept the requested price escalation, to negotiate price increases which are lower than those requested, or to re-bid the items at no penalty to the City. In the event that a manufacturer's or supplier's price decreases during the year, vendor must notify the City at the time of renewal and extend to the City the benefit of the lower price during the subsequent year of the renewal.
- E. Modification or Changes:** All modifications must be in writing and signed by both parties.
- F. Warranties and Guarantees:** Bidder warrants all goods and services will meet or exceed applicable 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.
- G. Assignment / Subcontract:** No portion of this bid may be assigned or subcontracted without the prior, written approval of the City.
- H. Equals:** The City makes the sole determination whether or not a similar product is deemed "equal."
- I. Bid Results:** are posted on the City of Wheat Ridge website, [www.ci.wheatridge.co.us](http://www.ci.wheatridge.co.us) . Access the site for bid results. If award is not yet posted, it is still under evaluation.
- J. 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.
- K. 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).
- L. 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.

- M. 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.
- N. 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.
- O. 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.
- P. 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 sent 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 TUESDAY, NOVEMBER 22, 2016 BY 1:00 PM 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-16-35, 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 requirement for compensation to City for lost, stolen or damaged items, 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. Address guaranty of **response time and service** that is reasonable and responsive to the critical daily operation of the City.
  7. 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.

**DO NOT SUBMIT ABOVE TEXT PAGES**



**RFB-16-35  
REBID DRY CLEANING SERVICES**

**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-Responsible 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-Responsible and therefore disqualified from bidding.***

**CITY OF WHEAT RIDGE, CO**  
**NON-COLLUSION AFFIDAVIT**

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 \_\_\_\_\_, 2016

\_\_\_\_\_  
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.***



**RFB-16-35  
REBID DRY CLEANING SERVICES  
SAMPLE**

**THIS AGREEMENT** made this **DATE** day of **MONTH, 2016**, by and between the City of Wheat Ridge, Colorado, hereinafter referred to as the “City” or “Owner” and **VENDOR**, a Colorado Corporation, located at **ADDRESS**, 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-16-35 DRY CLEANING SERVICES**, 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. **THE TERM FOR THIS AGREEMENT IS THROUGH DATE/MONTH, YEAR WITH THE OPTION TO RENEW FOR FOUR (4) ADDITIONAL ONE-YEAR PERIODS**, at the sole discretion of the City. Pricing shall remain firm for the renewal periods.

The agreement may be automatically renewed if:

- The City fails to contact your firm prior to the end of the current term regarding the desire to renew
- All pricing remains the same and
- The scope of work or specifications are not changed or modified.

**ARTICLE 3 - PAYMENT AND FEE SCHEDULE**

It is understood and agreed by and between the parties hereto, that the City shall pay the Contractor for services provided and the Contractor shall accept a total of **(WRITTEN DOLLAR AMOUNT), (\$ NUMERIC)** or a not-to-exceed amount of **DOLLAR AMOUNT** as full payment for such services, paid on a per item basis with no guarantee of quantity.

**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.

Type of Insurance	Minimum Limits of Liability
Standard Worker’s Compensation and Employer Liability	Statutory, including occupational disease coverage for all employees at work site. Minimum limits of \$500,000 each person, and \$500,000 each accident, and \$500,000 each disease.
General Liability – PL & PD (minimum)	<ul style="list-style-type: none"> <li>a) Combined single limit - \$600,000 written on an occurrence basis.</li> <li>b) Any aggregate limit will not be less than \$1 million.</li> <li>c) Contractor must purchase additional insurance if claims reduce the annual aggregate below \$600,000.</li> <li>d) City of Wheat Ridge to be named as additional insurance on each comprehensive general liability policy.</li> <li>e) Insurance shall include provisions preventing cancellation without 30 days’ prior written via certified mail to the City.</li> </ul>
Automobile Liability (minimum)	<ul style="list-style-type: none"> <li>a) Contractor to carry a minimum of \$1 million combined single limit auto insurance.</li> <li>b) City of Wheat Ridge to be named as additional insured on each automobile liability policy.</li> </ul>
<p><b><i>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.</i></b></p>	

**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:

<b>City Contact:</b>	<b>Contractor Contact:</b>
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 affect 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

**OWNER**

CITY OF WHEAT RIDGE  
7500 W 29<sup>TH</sup> AVENUE  
WHEAT RIDGE, CO 80033  
303-234-5900

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

(Seal)

**APPROVED AS TO FORM:**

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

**CONTRACTOR**

VENDOR  
ADDRESS  
ADDRESS

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

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

**ATTEST TO CONTRACTOR:**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**ATTACHMENT A  
RFB-16-35  
REBID DRY CLEANING SERVICES  
PRICE SCHEDULE AND CHECK LIST**

**SUBMIT THIS FORM WITH YOUR BID**

The City may change the number of items to be dry cleaned at the same bid prices. PRICE SHALL INCLUDE ALL COSTS RELATED TO DRY CLEANING OR LAUNDRY SERVICES, EQUIPMENT, PRODUCT, CHEMICALS, LABOR, TRAINING, PICK UP AND DELIVERY. PROVIDE QUICKEST DELIVERY TIME WITHOUT EXTRA CHARGES. Intent is to award to one vendor. All items may not be awarded. Bidders are encouraged to bid on all items for total cost savings. AWARDED CONTRACTOR MUST PROVIDE CERTIFICATE OF INSURANCE PRIOR TO START OF WORK, SEE ATTACHED REQUIREMENTS. NO DOCK AREA FOR DELIVERY PURPOSES.

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. Upon award, orders will be placed on an as-needed basis. Awarded Contractor shall maintain a City of Wheat Ridge business license for the duration of the Term.

Pickup and delivery provided at no additional cost                      Yes \_\_\_\_\_ if No \_\_\_\_\_ \$ \_\_\_\_\_ /day

Pickup and Delivery Days (min. 3)    Mon \_\_\_ Tues \_\_\_ Wed \_\_\_ Thurs \_\_\_ Fri \_\_\_

Number of days to clean and return items    \_\_\_\_\_

Laundry service available    Yes \_\_\_\_\_ No \_\_\_\_\_

**Cost per item (delivery, cleaning, pressing of Police Uniforms, etc.) – All Fabrics**

Shirts Short Sleeve	\$ _____	each
Shirts Short Sleeve Uniform	\$ _____	each
Shirts Long Sleeve	\$ _____	each
Shirts Long Sleeve Uniform	\$ _____	each
Trousers (Uniform)	\$ _____	each
Jacket (Uniform)	\$ _____	each
Sport Coats	\$ _____	each
Uniform Caps	\$ _____	each
Neckties	\$ _____	each
Skirts	\$ _____	each
Blouses	\$ _____	each
Outwear Coat	\$ _____	each

Vest Covers \$ \_\_\_\_\_ each

**Additional Services As Needed:**

Heavy Soil \$ \_\_\_\_\_ each

Spotting \$ \_\_\_\_\_ each

Biohazard \$ \_\_\_\_\_ each

Preferred Monthly Payment by  
Payment shall be based on itemized billing.

Check \_\_\_\_\_ VISA \_\_\_\_\_

One-time start-up cost for bags/racks, etc. \$ \_\_\_\_\_, not to exceed \$400.00

FIRM SUBMITTING THIS BID \_\_\_\_\_

CONTACT NAME AND EMAIL ADDRESS \_\_\_\_\_

**MUST SUBMIT THIS FORM WITH BID PRICING**

*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.*