



REQUEST FOR BIDS

RFB-17-18

BID DUE DATE: TUESDAY, JUNE 20, 2017 BY 1:00 P.M. OUR CLOCK

BUS SHELTER CLEANING & SNOW REMOVAL SERVICES

And Bus Bench Cleaning & Trash Removal 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 29th Avenue
Wheat Ridge, CO 80033
Phone: 303-235-2811 Fax: 303-234-5924

**DOCUMENTS PREPARED BY:
PUBLIC WORKS OPERATIONS
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-17-18
BUS SHELTER CLEANING & SNOW REMOVAL SERVICES
And Bus Bench Cleaning & Refuse Removal Services**

Bid Due Date: TUESDAY, JUNE 20, 2017 BY 1:00 P.M. OUR CLOCK

Project Overview: The City of Wheat Ridge (COWR) Public Works Operations is requesting bids from qualified firms to provide Bus Shelter Cleaning & Snow Removal Services at 37 bus shelters and Bus Bench Cleaning and Refuse Removal Services at 95 bus bench locations. Bus shelters shall be cleaned once per week, snow accumulations of 6-inches or more shall be removed. Bus benches shall be cleaned and refuse containers emptied once per week. Anticipated start date is August, 2017. This is intended to be a multi-year term agreement, one year with the option to renew for four one-year renewal periods. The estimated budget for the remainder of 2017, through December 31 is \$25,000. The estimated annual budget is \$40,000.

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, JUNE 12, 2017, BY NOON. Send email to jnellis@ci.wheatridge.co.us

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

Bid shall be submitted in a sealed envelope, plainly marked: RFB-17-18 Bus Shelter Cleaning & Snow Removal Services and Bus Bench Cleaning & Refuse Removal Services.

Comments: Submit one (1) original and one (1) 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. 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 and on the City's website, www.ci.wheatridge.co.us.

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

Jennifer Nellis, Purchasing Agent

Publish Dates:
RMEPS & CITY WEBSITE 06/06/2017

CITY OF WHEAT RIDGE
RFB-17-18
BUS SHELTER CLEANING & SNOW REMOVAL SERVICES
And Bus Bench Cleaning & Refuse Removal 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 29th 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. Front Range Services, Inc. is currently providing the bus shelter cleaning and snow removal services and bus bench cleaning services on a per unit basis. There are 37 bus shelters and 95 bus benches with trash receptacles in this contract. The agreement is due to expire on July 31, 2017. Visit the city website for information on multi-year agreements, vendors, and contract expiration dates.

The estimated budget for the remainder of 2017, through December 31 is \$25,000. The estimated annual budget is \$40,000.

C. Objectives

1. The purpose of this RFB is to contract with a qualified individual or firm to provide bus shelter cleaning and snow removal services and bus bench cleaning and designated refuse removal services. Term shall be for one (1) year with the option to renew for four (4) additional one-year periods. Awarded Contractor shall provide all labor, materials and all necessary equipment to perform cleaning and snow removal services at City bus shelters and cleaning services at City bus benches.

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:

See Attachment A, 37 Bus Shelter Location List. Base Bid requirement.

See Attachment B, 95 Bus Bench and Trash Receptacle Locations List. Base Bid requirement.

1. SCOPE OF WORK

The contractor shall be responsible for providing cleaning and snow removal services of 37 City of Wheat Ridge bus shelters and cleaning and designated refuse removal services for 95 bus benches listed within these specifications. Services shall be provided in accordance with the following requirements as stated within these specifications. The City of Wheat Ridge shall award only one contract for this work. Split awards will not be made.

Services shall include all cleaning requirements necessary to maintain the bus shelters and bus benches listed within these specifications as part of this cleaning contract.

Bus shelters and bus benches shall be cleaned and refuse containers emptied once per week.

The Contractor will be required to pressure wash and remove any foreign matter and/or debris from inside bus shelters and from bus shelter pad. Pressure wash, remove graffiti and empty refuse receptacles to minimize offensive odors. The City does not provide a dumpster or landfill location where refuse from bus shelters and bus benches can be placed.

Remove snow accumulations of 6-inches or more from inside and immediately around shelters.

Minor maintenance of bus shelters, bus benches or refuse containers is not part of this contract.

Maintenance of route maps or signage is not part of this contract.

On a random basis, City of Wheat Ridge Public Works Operations Personnel shall perform inspections of the work performed by the Contractor to verify the completeness of the work invoiced. Uncompleted or unsatisfactory work will not be paid for by the City of Wheat Ridge and the Contractor will be required to provide a revised invoice deducting the cost of the unsatisfactory and/or uncompleted work.

2. GENERAL REQUIREMENTS

1. Shelter and bus bench cleaning and refuse removal shall be performed between the hours of 4:00 a.m. and 4:00 p.m. including weekends unless prior arrangements are made through the City of Wheat Ridge Public Works Operations Manager or his/her designee.
2. Any work that is deemed unsatisfactory by the City of Wheat Ridge shall be corrected within twenty-four hours of notification at no additional cost to the City.
3. The Contractor shall have all necessary equipment, and have it in good operating order, and be properly maintained at all times to meet the requirements of this agreement. Failure to do so may result in the City of Wheat Ridge contracting with another vendor to perform the necessary work and deducting such costs from subsequent invoices.
4. The Contractor is responsible for all applicable municipal, state and federal codes, laws and regulations pertaining to the cleaning and disposal of wastewater and debris from cleaning operations. The bus shelters and bus benches shall be cleaned using a truck mounted high-pressure washer (1500 PSI minimum) unit. Water consumption shall be kept to a minimum and must not be allowed to enter the City's storm sewer system.
5. In the event pressure washing is performed during the winter months and normal working hours, the Contractor shall be required to apply adequate amounts of granular deicers to the affected areas to minimize slippery or icy conditions upon completion of the pressure washing. Power washing can be deferred as needed by the Contractor, if weather conditions are prohibitive.
6. Remove all graffiti, including stickers, upon discovery from shelters and benches. Remove smoke graffiti from shelter ceiling. Privately owned objects such as newspaper vending machines are NOT INCLUDED with this requirement. When removing graffiti, the Contractor shall first use environmentally safe graffiti removers prior to other alternative methods.
7. Snow accumulations of 6-inches or greater, shall be removed at the bidder's unit price, from inside the shelter and from the entire boarding area within eight (8) hours of snow cessation. Adequate amounts of granular deicers shall also be applied to maintain an ice free boarding area and to minimize slip hazards.

8. Report any damage or safety hazards to the City of Wheat Ridge, Public Works Operations Division immediately upon discovery by calling 303-205-7600 and leaving a detailed message describing the location of the hazard.
9. The Contractor shall provide all necessary labor, materials and equipment required to satisfactorily perform the specified work.
10. Contractor shall provide an efficient and timely means of communicating with their personnel so they may be dispatched for emergency clean ups or other activities as requested by the City. All requests for such services shall be channeled through the Contractor's supervisor. At no time shall the City be required to contact the Contractor's employees directly, except during an emergency.
11. The appropriate City personnel shall have immediate access to the Contractor's supervisor during the hours of 4:00 a.m. and 6:00 p.m. In the event a message taking system should be employed, a response back to the City shall be returned within thirty (30) minutes from the time the message was left on the answering system.
12. While administering bus shelter cleaning and/or snow removal services and bus bench cleaning services, the Contractor's employees should report any vandalism activity or suspicious persons to their supervisor and/or to the City of Wheat Ridge Police Dispatch (303-235-2900) as soon as possible and give detailed information regarding the activity or incident.
13. Contractor supervisory personnel assigned to this contract shall be able to speak fluent English for the purpose of reporting incidents and communicating with City Dispatch and other City management personnel.
14. The Contractor shall ensure that employees observe a high standard of customer service when dealing with the public. The Contractor will be held to the same level of courtesy that the City demands of its own employees.
15. The Contractor shall be solely responsible for the training, and supervision of its personnel. When possible, the City shall communicate with the Contractor through duly authorized supervisory personnel.
16. The Contractor's management personnel shall meet with City management when requested to discuss issues relating to cleaning and snow removal services. Contractor's Supervisory personnel shall be available during regular working hours to meet City supervisory personnel to resolve problems that have not been satisfactorily dealt with by telephone or other means of communication.
17. Chemicals shall be used in accordance with label restrictions and conform to all environmental conditions of the site.
18. While no licensing or permit requirements are known to exist at this time, the Contractor shall be responsible for acquiring and maintaining all required authorizations for traffic control, etc. in the event it becomes necessary.
19. The Contractor shall have signage on both sides of the vehicles used for work under this contract. Signage shall clearly display the company's name and business telephone number. All service vehicles assigned to perform cleaning and snow removal services at City properties under this contract shall be equipped with traffic strobe lighting per industry standards. Such hazard warning equipment shall be properly operating during cleaning and snow removal activities.
20. The Contractor shall have the ability to exchange e-mail communications with designated City personnel.

21. Bus shelter and bus bench stops are defined by the bus shelter and bus stop lists located within these technical specifications. No changes to the bus shelter and bus bench lists are currently anticipated but as the needs of the City change, individual bus shelter and bus bench stops may be added or deleted, with adjustments to the total price as contracted.
22. The Contractor shall submit a bid as listed on the bid schedule. All bids shall include all labor, materials and all necessary equipment to perform cleaning and snow removal services at City bus shelters and cleaning at City bus benches.

3. **ADDITIONAL WORK NOT SPECIFIED**

1. Should additional work of a similar nature arise that is not listed in the specifications, the City may ask the Contractor to provide a price quote for review and approval prior to performing the task. Upon such approval, the City will then pay the hourly rate as quoted and will reimburse the Contractor for materials and supplies at cost.
2. When requesting additional services under this contract, any materials and supplies over \$25.00 will require an itemized documentation attached to the invoice.

III. **BID SUBMISSION**

A. **Bid Submission**

Submit one (1) bid marked "original," and one (1) additional printed copy, for a total of two (2) complete sets.

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

MARK OUTSIDE OF ENVELOPE: RFB-17-18, BUS SHELTER CLEANING & SNOW REMOVAL SERVICES and BUS BENCH CLEANING & REFUSE REMOVAL SERVICES.

BID DUE DATE: TUESDAY, JUNE 20, 2017, 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 – page 23 – Attachment C.
- 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
 - Workload and availability to perform these services
 - Guarantees and warranties
 - Firm reputation and financial status
 - Experience with same or similar equipment or service

- Anticipated future cost

Award will be based on an item by item bid amount, base bid or a combination of the base bid and alternatives.

- 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.

Event	Anticipated Date
RFB Issued	June 6, 2017
Inquiry Deadline	June 12, 2017 by Noon
Final Addendum Issued	June 14, 2017
Bid Due Date and Time	June 20, 2017 by 1:00PM (our clock)
Council Approval, if required	July 10, 2017
Start Date	August 1, 2017

VI. TERMS AND CONDITIONS

- A. **Term:** The initial period of the annual agreement is intended for the period of the award date through July 2018 with the option to renew for up to four additional one-year periods—at the sole discretion of the City.
- B. **Invoice Address:**
Public Works Operations: 11220 W. 45th 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 to terms, conditions, scope or pricing must be in writing and signed by both parties prior to award of a contract.
- F. **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.

- 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:** Project status—including bid results—are posted on the City of Wheat Ridge website, www.ci.wheatridge.co.us . Click on the Bids and Proposals tab.
- 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 1st 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 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, JUNE 20, 2017, by 1:00 PM local time** to the Wheat Ridge Municipal Building, 7500 W. 29th 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-17-18, 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 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. Address guaranty of **response time and service** that is reasonable and responsive of 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-17-18

**BUS SHELTER CLEANING & SNOW REMOVAL SERVICES
And Bus Bench Cleaning & Refuse Removal 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, 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 _____, 2017

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

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 all major projects in which you have been involved during the past two (2) years. For each project indicate the following:**

- 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.**

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:

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:

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

No Yes

If yes, describe the situation:

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.

**ATTACHMENT A
BASE BID SHELTER LOCATIONS LIST**

**RFB-17-18
BUS SHELTER LOCATIONS FOR CLEANING
& SNOW REMOVAL**

	"On" Street	"At" Street	Side of Street	Receptacle
W. 44th Ave from Youngfield to Sheridan				
1	West 44th Avenue	West of Ward Rd	North	Yes
2	West 44th Avenue	West of Pierson St	North	Yes
3	West 44th Avenue	Miller St	South	Yes
4	West 44th Avenue	West of Kipling St	North	Yes
5	West 44th Avenue	West of Field St	North	Yes
6	West 44th Avenue	East of Field St	South	Yes
7	West 44th Avenue	East of Wadsworth Blvd	South	Yes
8	West 44th Avenue	East of Wadsworth Blvd	North	Yes
W. 38th from Youngfield to Sheridan				
9	West 38th Avenue	Wright St	North	Yes
10	West 38th Avenue	Parfet St	South	Yes
11	West 38th Avenue	Nelson St	North	Yes
12	West 38th Avenue	Miller St	North	Yes
13	West 38th Avenue	Brentwood St	South	Yes
14	West 38th Avenue	East of Wadsworth	South	No
15	West 38th Avenue	Vance St	North	No
16	West 38th Avenue	Marshall St	North	Yes
17	West 38th Avenue	Kendall St	North	Yes
18	West 38th Avenue	Kendall St	South	Yes
19	West 38th Avenue	East of Depew St	South	Yes
W. 32nd from Youngfield to Sheridan				
20	West 32nd Avenue	Quail St	North	Yes
21	West 32nd Avenue	Holland St	North	Yes
22	West 32nd Avenue	Webster St	North	Yes
23	West 32nd Avenue	Fenton St	North	Yes
24	West 32nd Avenue	Gray St	North	Yes
Youngfield from 44th to i70 East Exit Ramp				
25	Kipling Street	49th Ave	East	Yes
26	Kipling Street	48th Ave	West	Yes
27	Kipling Street	North of 44th Ave	East	Yes
28	Kipling Street	South of 41st Ave	West	Yes
29	Kipling Street	South of 38th Ave	West	Yes

30	Kipling Street	26th Ave	West	Yes
Wadsworth Blvd from 44th to 26th				
31	Wadsworth Blvd	North of 44th Ave	East	Yes
32	Wadsworth Blvd	South of 44th Ave	West	Yes
33	Wadsworth Blvd	South of 41st Ave	West	Yes
34	Wadsworth Blvd	North of 38th Ave	East	Yes
35	Wadsworth Blvd	South of 38th Ave	West	Yes
36	Wadsworth Blvd	35th Ave	East	Yes
37	Wadsworth Blvd	29th Ave	West	Yes

**ATTACHMENT B
BASE BID BUS BENCHES LOCATIONS LIST**

**RFB-17-18
BUS BENCH & TRASH RECPTACLE LOCATIONS**

	"On" Street	"At" Street	Side of Street	Receptacle
W. 44th Ave from Youngfield St. to Sheridan Blvd.				
1	West 44th Avenue	East of Ward Rd	South	Yes
2	West 44th Avenue	Van Gordan St	North	Yes
3	West 44th Avenue	Van Gordan St	South	Yes
4	West 44th Avenue	Tabor Dr	North	Yes
5	West 44th Avenue	Tabor Dr	South	Yes
6	West 44th Avenue	East of Pierson St	South	No
7	West 44th Avenue	Robb St	North	Yes
8	West 44th Avenue	Robb St	South	Yes
9	West 44th Avenue	Owens St	North	Yes
10	West 44th Avenue	Oak St	South	Yes
11	West 44th Avenue	Miller St	North	Yes
12	West 44th Avenue	East of Kipling St	South	Yes
13	West 44th Avenue	Independence St	North	Yes
14	West 44th Avenue	Hoyt Ct	South	Yes
15	West 44th Avenue	Garrison St	North	Yes
16	West 44th Avenue	Garrison St	South	Yes
17	West 44th Avenue	Ammons St	South	Yes
18	West 44th Avenue	East of Yarrow St	South	Yes
19	West 44th Avenue	West of Wadsworth Blvd	North	Yes
20	West 44th Avenue	Vance St	South	Yes
21	West 44th Avenue	Saulsbury St	North	Yes
22	West 44th Avenue	East of Lamar St	South	Yes
23	West 44th Avenue	West of Harlan St	North	Yes
24	West 44th Avenue	East of Harlan St	South	Yes
W. 38th from Youngfield St. to Sheridan Blvd.				
25	West 38th Avenue	Ward Rd	South	No
26	West 38th Avenue	Swadley St	South	Yes
27	West 38th Avenue	Routt St	North	Yes
28	West 38th Avenue	Routt St	South	Yes
29	West 38th Avenue	Quail Ct	North	Yes
30	West 38th Avenue	Quail Ct	South	Yes
31	West 38th Avenue	Nelson St	South	No
32	West 38th Avenue	Miller St	South	Yes

33	West 38th Avenue	West of Kipling St	North	Yes
34	West 38th Avenue	West of Kipling St	South	Yes
35	West 38th Avenue	East of Kipling St	South	Yes
36	West 38th Avenue	Independence Ct	North	Yes
37	West 38th Avenue	Holland St	North	Yes
38	West 38th Avenue	Holland St	South	Yes
39	West 38th Avenue	8900 Block	North	Yes
40	West 38th Avenue	Dudley St	South	Yes
41	West 38th Avenue	West of Wadsworth Blvd	North	Yes
42	West 38th Avenue	High Ct	North	Yes
43	West 38th Avenue	High Ct	South	Yes
44	West 38th Avenue	Reed St	South	No
45	West 38th Avenue	West of Pierce St	North	Yes
46	West 38th Avenue	East of Pierce St	South	Yes
47	West 38th Avenue	Newland St	South	Yes
48	West 38th Avenue	East of Harlan St	South	Yes
49	West 38th Avenue	Fenton St	South	Yes
50	West 38th Avenue	Eaton St	North	Yes
51	West 38th Avenue	West of Depew St	North	Yes
52	West 38th Avenue	Benton St	North	Yes
53	West 38th Avenue	Benton St	South	Yes
54	West 38th Avenue	Sheridan Blvd	North	Yes
W. 32nd from Youngfield St. to Sheridan Blvd.				
55	West 32nd Avenue	East of Youngfield	South	Yes
56	West 32nd Avenue	West of Wright St	South	Yes
57	West 32nd Avenue	East of Wright St	North	Yes
58	West 32nd Avenue	Tabor Dr	North	Yes
59	West 32nd Avenue	Routt St	North	Yes
60	West 32nd Avenue	East of Kipling St	North	No
61	West 32nd Avenue	Hight School Dr	South	Yes
62	West 32nd Avenue	Flower St	South	Yes
63	West 32nd Avenue	Dudley St	North	Yes
64	West 32nd Avenue	Balsam	North	Yes
65	West 32nd Avenue	Alison St	North	Yes
66	West 32nd Avenue	West of Wadsworth Blvd	North	Yes
67	West 32nd Avenue	West of Teller St	North	Yes
68	West 32nd Avenue	East of Teller St	South	Yes
69	West 32nd Avenue	West of Pierce St	North	Yes
70	West 32nd Avenue	East of Pierce St	South	Yes
71	West 32nd Avenue	Marshall St	North	Yes

72	West 32nd Avenue	Lamar St	South	Yes
73	West 32nd Avenue	West of Chase St	North	Yes
74	West 32nd Avenue	East of Chase St	South	Yes
75	West 32nd Avenue	West of Sheridan Blvd	North	Yes
Youngfield St. from 44th Avenue to I70 East Exit Ramp				
76	Youngfield Street	4000 Block	East	Yes
77	Youngfield Street	4000 Block	West	Yes
78	Youngfield Street	3400 Block	East	Yes
79	Youngfield Street	North of 32nd Ave	East	No
80	Youngfield Street	31st Ave	East	Yes
Kipling St from W. 50th Ave. to W. 26th Ave.				
81	Kipling Street	49th Ave	West	Yes
82	Kipling Street	48th Ave	East	Yes
83	Kipling Street	South of 44th Ave	West	Yes
84	Kipling Street	North of 41st Ave	East	Yes
85	Kipling Street	South of 39th Ave	West	Yes
86	Kipling Street	North of 38th Ave	East	Yes
87	Kipling Street	North of 32nd Ave	East	Yes
88	Kipling Street	29th Ave	East	Yes
Wadsworth Blvd from W. 44th Ave. to W. 26th Ave.				
89	Wadsworth Blvd	34th Pl	West	Yes
90	Wadsworth Blvd	South of 32nd Ave	West	Yes
91	Wadsworth Blvd	26th Ave	East	Yes
Teller St				
92	Wadsworth Blvd	East of Wadsworth Blvd on 29th	South	Yes
N. Harlan St from W. 44th Ave. to W. 48th Ave.				
93	North Harlan Street	South of 46th Ave	West	Yes
Tabor St and Ridge Rd				
94	Tabor Street	South of Ridge Rd	East	Yes
95	Tabor Street	South of Ridge Rd	West	Yes

**ATTACHMENT C
Price Page**

BIDS MUST BE SUBMITTED ON THIS PAGE

**RFB-17-18
Bus Shelter Cleaning & Snow Removal Services
And Bus Bench & Refuse Removal Services**

Base Bid

Unit price for cleaning services for one bus shelter location per week as described in the bid documents and specification herein (see location table on Attachment A):

\$ _____ each

Unit price for snow removal services for one bus shelter location as described in the bid documents and specifications herein:

\$ _____ each

Unit price to clean bus benches once per week as located throughout the city (see location table on Attachment B) and in conformance with the bid documents and detailed specifications described herein for bus shelters:

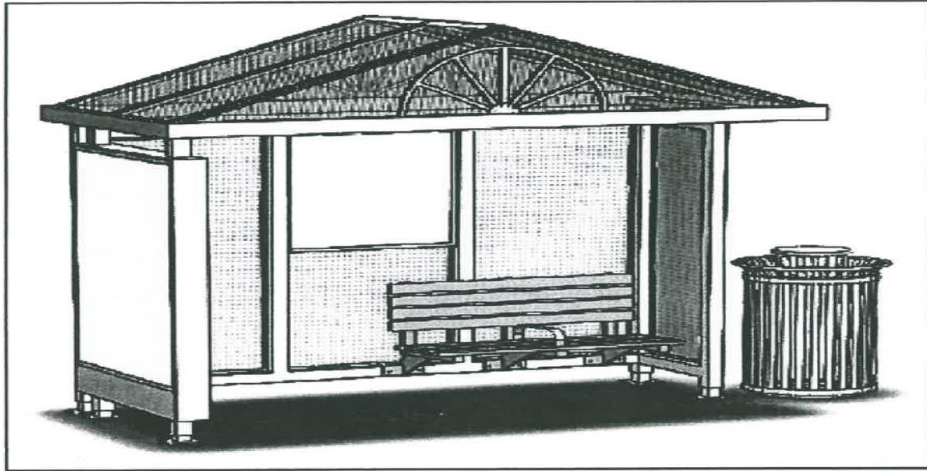
\$ _____ each

Unit price for refuse collection once every week from bus bench refuse receptacles located throughout the City (see location table on Attachment B) and in conformance with the bid documents and detailed specifications described herein:

\$ _____ each

Name of Company submitting this bid: _____

**EXHIBIT 1
RFB-17-18
Bus Shelter Design**





RFB-17-18
BUS SHELTER CLEANING & SNOW REMOVAL SERVICES
And Bus Bench & Refuse Removal Services
SAMPLE AGREEMENT

THIS AGREEMENT made this **DATE** day of **MONTH, 2017**, 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-17-18 Bus Shelter Cleaning & Snow Removal Services and Bus Bench & Refuse Removal Services**, the vendor’s, bid, and any agreed modifications. Specifically, the Contractor will provide bus shelter cleaning and snow removal services for 37 bus shelters and 95 locations for bus bench cleaning with trash receptacles.

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 JULY 2018 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.

It is understood and agreed by and between the parties hereto, that the City shall pay the Contractor for services rendered, at a per unit price as listed below:

- \$ _____ unit price for cleaning services for 37 bus shelter locations once per week
- \$ _____ unit price for snow removal services for 37 bus shelter locations
- \$ _____ unit price to clean bus benches once per week for 95 locations
- \$ _____ unit price for refuse collection once every week from bus bench refuse receptacles for 95 locations

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"> a) Combined single limit - \$600,000 written on an occurrence basis. b) Any aggregate limit will not be less than \$1 million. c) Contractor must purchase additional insurance if claims reduce the annual aggregate below \$600,000. d) City of Wheat Ridge to be named as additional insurance on each comprehensive general liability policy. e) Insurance shall include provisions preventing cancellation without 30 days’ prior written via certified mail to the City.
Automobile Liability (minimum)	<ul style="list-style-type: none"> a) Contractor to carry a minimum of \$1 million combined single limit auto insurance. b) City of Wheat Ridge to be named as additional insured on each automobile liability policy.
<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</i>	

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 re-procurement 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

**VENDOR
ADDRESS
ADDRESS**

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

DATE