



REQUEST FOR PROPOSALS

RFP-18-18

**PROPOSAL DUE DATE: MONDAY, AUGUST 27, 2018
BY 4:00 PM OUR CLOCK**

**ENERGY AUDIT AND ENERGY PERFORMANCE CONTRACT
PROPOSAL/ WHEAT RIDGE RECREATION CENTER**

**RECOMMENDED PRE-PROPOSAL MEETING: August 8, 2018, 9:00 AM,
Wheat Ridge Recreation Center – Columbine Room**

SEALED PROPOSALS MUST BE MAILED OR DELIVERED TO:

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

**DOCUMENTS PREPARED BY:
PARKS & RECREATION/ FACILITIES
PURCHASING & CONTRACTING**

IMPORTANT: PLEASE READ ENTIRE DOCUMENT

PLEASE DO NOT REMOVE ANY PAGES FROM THIS BID DOCUMENT

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EXHIBITS

EXHIBITS – LAYOUT OF BUILDING (pdf attachments provided for the 1st and 2nd floors of the Wheat Ridge Recreation Center)

2016 CEO Cost and Pricing Tool rev 6.15.2016 – Excel file

ADDENDUM (if applicable)

**CITY OF WHEAT RIDGE
RFP-18-18
ENERGY AUDIT AND EPC PROJECT PROPOSAL
for the WHEAT RIDGE RECREATION CENTER**

Project Overview: The Wheat Ridge Parks and Recreation Department seeks qualified Energy Service Companies (ESCO) to perform an investment grade audit (IGA) and develop an Energy Performance Contracting (EPC) Project Proposal. Wheat Ridge Parks and Recreation has executed a Memorandum of Understanding with the Colorado Energy Office (CEO)'s EPC Program and will follow its guidelines, practices, and procedures. Work shall include - but not be limited to - assessing existing facility features and energy use, proposing options to reduce energy consumption, and exploring alternative energy applications.

Only proposals from Energy Service Companies (ESCO) that are pre-qualified and registered through the Colorado Energy Office by the proposal due date will be accepted. The anticipated start date is October 2018. Pre-qualified ESCOs with the Colorado Energy Office will abide by the CEO's Standard IGA Pricing Model.

RECOMMENDED Pre-Proposal Meeting: Scheduled for **August 8, 2018 at 9 AM** at the Wheat Ridge Recreation Center (Columbine Room), 4005 Kipling Street, Wheat Ridge, CO 80033. Wheat Ridge Parks and Recreation highly encourages interested firms to have representatives attend to become familiar with the Wheat Ridge Recreation Center facility, subsystems, and current state of energy usage.

Deadline for Questions: Noon, **August 14, 2018**

Minimum Requirements: Awarded firm must be pre-qualified and registered with the State of Colorado, meet minimum goals under Statement of Work and have 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.

Proposals Due: **MONDAY, AUGUST 27, 2018 BY 4:00 PM OUR CLOCK. NO EXCEPTIONS. THERE IS NO PUBLIC OPENING.** Late receipt of bids will not be considered regardless of postmark. It is the responsibility of the offeror to ensure the proposal is received in the Purchasing Office on or before the due date and time.

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

The City only accepts proposals in hard copy format. Fax, email or other electronic means are not acceptable. Sealed proposal packets must include: (1) marked "Original" and (4) copies. Total of 5 complete sets.

Mark Outside of Envelope: RFP-18-18 ENERGY AUDIT AND EPC PROJECT PROPOSAL for the WHEAT RIDGE RECREATION CENTER

Comments: All proposals must be sealed and shall be validated. Proposals received after the due date and time will be filed unopened. The City of Wheat Ridge reserves the right to reject any and all qualifications or any part and to waive any formalities or informalities to make an award in the best interest of the City.

RFP Documents: Available on the City Website for project documents and updates: www.ci.wheatridge.co.us **Proposal document to be sent to ESCO's: 8/2/2018**

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

RFP-18-18
PROPOSAL REQUIREMENTS/SELECTION CRITERIA
ENERGY AUDIT AND EPC PROJECT PROPOSAL
for the WHEAT RIDGE RECREATION CENTER

I. INTRODUCTION

A. General, Minimum Qualifications, Objective

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 the 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. Our governing body consists of eight council members, mayor and city manager.

The City of Wheat Ridge seeks to contract with a pre-qualified Energy Service Company (ESCO). Awarded firm shall provide an investment grade audit (IGA) and develop an EPC Project Proposal for the Wheat Ridge Recreation Center (WRRC). To be eligible for consideration the ESCO must be pre-qualified and registered with the Colorado Energy Office Energy Performance Contracting Program (GEO/EPC) and must be experienced and able to meet the requirements in the Statement of Work below. Only CEO/EPC firms will be considered. ESCO must have the technical capability to address a broad range of systems including, but not limited to:

- Mechanical Systems
- Lighting Systems
- Building Envelope Systems
- Specialty Systems
- Water Sewage System
- Energy Augmentation

Based on the outcomes of this project the City reserves the option to contract the awarded firm for future energy audit projects, funding resources, a long term relationship and possibly performance contracting.

B. Background

The Wheat Ridge Recreation Center is the only site for this audit. It is located at 4005 Kipling Street, Wheat Ridge, CO 80033.

The approximately 69,000 sq. ft. building was built in 2000. Amenities include:

- a full size gymnasium with elevated track,
- weight and cardio area,
- classrooms,
- community rooms,
- locker rooms,
- 2 racquetball courts,
- leisure pool,
- steam room,
- hot tub,
- aerobics room,
- climbing wall,
- children’s pavilion,
- lap pool,
- lazy river, and more.
- There are a total of 17 toilets and 3 urinals.

2017 Recreation Center utility costs and consumption amounts are listed below:

Electricity

Month	Total kWh	Total Cost	Cost per KWh
January	229707	\$16,373	\$0.0713
February	195904	\$14,499	\$0.0740
March	214035	\$15,522	\$0.0725
April	199414	\$15,137	\$0.0759
May	196330	\$15,047	\$0.0766
June	224236	\$17,430	\$0.0777
July	222398	\$18,010	\$0.0810
August	220771	\$17,737	\$0.0803
September	228311	\$18,062	\$0.0791
October	205466	\$16,518	\$0.0804
November	197428	\$14,751	\$0.0747
December	219132	\$15,560	\$0.0710
Total Usage	2553132	\$194,645	\$0.91

Gas

Month	Total MMBTU	Total Cost	Cost per MMBTU	Fuel/Trans Costs
January	2122	\$7,899	\$3.72	\$2,228.57
February	1561	\$5,178	\$3.32	\$1,873.82
March	1427	\$3,402	\$2.38	\$1,784.00
April	1301	\$3,566	\$2.74	\$1,708.00
May	1153	\$3,122	\$2.71	\$1,591.00
June	759	\$2,223	\$2.93	\$1,344.90
July	555	\$1,494	\$2.69	\$1,216.34
August	672	\$1,796	\$2.67	\$1,290.00
September	900	\$2,391	\$2.66	\$1,432.41
October	1368	\$3,529	\$2.58	\$1,721.00
November	1516	\$3,983	\$2.63	\$1,813.43
December	1957	\$5,402	\$2.76	\$2,089.37
Total Usage	15291	\$43,985	\$2.88	\$20,092.84

Sanitation/Water

Billing Period - Every 2 Mos.	Invoice Date	Usage Cost
January (10/31/16-1/5/17)	February 3, 2017	\$4,759.10
February		
March (1/5/17-3/3/17)	April 5, 2017	\$4,662.50
April		
May (3/3/17-5/3/17)	June 5, 2017	\$5,858.50
June		
July (5/3/17-7/5/17)	August 3, 2017	\$6,097.70
August		
September (7/5/17-8/30/17)	October 4, 2017	\$7,827.30
October		
November (8/30/17-10/24/17)	December 5, 2017	\$3,724.10
December		
TOTAL		\$32,929.20

Below is additional chronological information:

2000	Center built
2008	All front desk lights and ballroom chandeliers replaced with LED bulbs
2009	Replaced dry sauna unit
2009	Replaced 250 gallon hot water heater
2009	Installed new hot tub broiler
2009	Shingle roof replacement
2013	Replaced water heaters in maintenance area, kitchen and Children's Pavilion
2017	Hail damage to roof, HVAC units and other building components
2018	Replaced non-functional damper control motors and circuit boards on HVAC units for economizer
2018	Roof and HVAC unit repairs/replacement to be done

C. Funding

Funding for the audit is budgeted in the City of Wheat Ridge Conservation Trust Fund. There are no additional funding sources. Pre-qualified ESCOs with the Colorado Energy Office will abide by the CEO's Standard IGA Pricing model.

II. STATEMENT OF WORK

The goals of the project are to:

- (1) evaluate the Wheat Ridge Recreation Center for energy and water efficiency upgrades, renewable energy systems, and other measures as requested
- (2) conduct an IGA and provide a report that makes recommendations for possible projects,
- (3) support the Wheat Ridge Parks and Recreation Department efforts in locating funding and/or financing of the proposed energy projects within the boundaries of Dodd-Frank and other regulations,
- (4) if retained, execute and implement an EPC. EPC execution includes guaranteeing energy and water savings through a specific scope of work, and measuring and verifying that the savings guarantee has been delivered. EPC to include construction and implementation oversight and management, commissioning, and execution of the measurement and verification (M&V) plan that meets or exceeds the requirements of the City of Wheat Ridge, enabling legislation, and CEO protocols.

While it is the desire of the City of Wheat Ridge to enter into a long-term partnership with the awarded ESCO, on behalf of the Wheat Ridge Parks and Recreation Department, the City does not guarantee award of an EPC to the selected ESCO. An EPC award may be considered following acceptance of the EPC Project Proposal.

The technical audit and recommendations must provide the City with concise data to achieve the goals of energy conservation, energy efficiency and ultimately realizing energy cost savings at the Wheat Ridge Recreation Center.

Contractor shall analyze major energy systems including lighting, HVAC, water heating, motors, refrigeration, faucets and toilets, building controls, windows, doors and any other possible energy deficient sources.

Tasks shall include but not be limited to:

- examine and verify energy consumption/billings
- consult with staff on facility usage and operating hours
- research other factors that have impacted cooling and heating changes
- analyze existing equipment for efficiency
- establish cost baselines based upon best practices
- develop proven initiatives to move the baseline to a state of improved energy consumption and cost effectiveness

After the execution of the IGA contract, the chosen ESCO will then provide a comprehensive IGA report and EPC Project Proposal to make recommendations for possible projects based on the results of the IGA. Upon completion of the IGA and EPC Project Proposal, Wheat Ridge Parks and Recreation may elect to enter into an EPC with the awarded ESCO for design, project management, construction, commissioning and measurement and verification services.

Based on the performance of this project, it is anticipated that the awarded ESCO will be a long-term partner in the City's energy program, and that the City may contract for multi-year services subject to the State of Colorado and the City's rules and regulations. The successful ESCO shall be prepared to commence work immediately upon award.

III. PROPOSAL SUBMISSION AND SELECTION CRITERIA

A. **SUBMIT:** Provide one (1) marked original and five (4) copies. **TOTAL OF 5 COMPLETE SETS.**

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

MARK OUTSIDE OF ENVELOPE: BID - RFP-18-18 ENERGY AUDIT/ WRRC

DUE DATE: MONDAY, AUGUST 27, 2018 BY 4:00 PM OUR CLOCK. NO EXCEPTIONS.

B. RESPONSE REQUIREMENTS:

To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline described below and, at a minimum, contain the requested information. Respondents are encouraged to include additional relevant information. Omissions or incomplete responses in terms of content or aberrations in form may at the City's discretion, render the proposal non-responsive.

1. MANAGEMENT APPROACH

1.1 Project Management and Coordination

Provide ESCO’s organization chart (by name as available) for implementing and managing the proposed project, including the title of each individual shown and the lines of authority within the overall organization. Identify portions of the effort, if any, that are proposed to be subcontracted and provide the same information for subcontractor organization and personnel. Assure the City of your financial stability.

1.2 Appropriate Market Sector Experience/Expertise

Provide information that emphasizes ESCO’s experience and expertise in our specific market sector. Describe projects/experience of the team members being proposed for this project. Each applicable project listed shall indicate which team members were involved, and the capacity in which they were involved.

1.3 Project Personnel and Staffing

Identify each individual(s) who will have primary responsibility for the following tasks: technical analyses, engineering design, construction management, construction, training, post-construction measurement and verification, and other services. Include a table to identify and describe the individual(s) who will have primary responsibility for each task. Also include any added expertise and capability of staff available through other branch offices, subcontracts, etc., that you can provide.

- Column 1: Name and title. Indicate whether ESCO staff or subcontractor. If a subcontractor, indicate name of subcontractor firm. Indicate base location as: permanent office in Colorado, on assignment from other state, or out-of-state support.
- Column 2: Specify intended role and responsibilities for this contract and for possible EPC/implementation work, such as technical analysis, engineering design, construction management, construction, training, post-construction measurement and verification, support, or other services (specify).
- Column 3: Identify the estimated percentage of the individual’s time that will be spent on this project.
- Column 4: Level of expertise, indicated by: number of years of relevant experience, and relevant supervisory responsibilities.

	Name Title Staff or subcontractor? Base location	Intended Role	Percentage of Time on Project	Level of expertise
1				
2				
3				
4				
5				
6				

Include resumes/historical information for each member of the proposed project team. Include a list of their relevant projects during the last five years including role, type of project, project cost, and any other information to support their skills/knowledge.

2. PROJECT APPROACH

The expectation is that there will be schematic and design development phases where client input and approvals will be required prior to construction document development. Additionally, the client will provide design build design intent specifications for the major mechanical, electrical, plumbing and technology improvements that may be looked at for energy savings. The requirements of these specifications will need to be incorporated into the design documents and final construction.

2.1 Design

Discuss your firm's design approach.

2.2 Product Selection

Discuss your firm's product specification procedures.

2.3 Construction

Discuss your firm's construction approach, including:

- Work plan development and coordination of identified client work requirements
- Communication with users and facilities personnel throughout process
- Methods of procedures submittals and approvals
- Support for client calendar and events
- Safety practices and procedures

2.4 Closeout

- Discuss your firm's approach to the following critical closeout activities:
- Systems Commissioning
- Owner Training
- Post-Implementation Report, which is a reconciliation of the EPC savings guarantee with any modifications during project implementation
- Provision of Record Documents – i.e. As-Builts /Operation & Maintenance manuals

2.5 Measurement and Verification

Discuss your firm's approach to measurement and verification. Describe how your team works with clients to identify and report on energy savings and/or potential energy savings shortfalls.

2.6 Current Workload

Provide information on how this project will be accomplished with experienced dedicated staff.

3 COST AND PRICING

*Note: Responses to **this section only** will remain proprietary.*

3.1 IGA Pricing

The CEO has standard pricing for IGAs, based on the location and square footage of the public sector commercial building to be audited. (See following table.)

Standard IGA Pricing Table				
Tiered Pricing (\$/sq ft)		Total Facility Square Footage		
		Under 250K	250 – 500K	500K +
Distance from CEO 1580 Logan, Denver	Under 75 miles	\$ 0.250	\$ 0.225	\$ 0.200
	75 – 150 miles	\$ 0.275	\$ 0.250	\$ 0.225
	Over 150 miles	\$ 0.300	\$ 0.275	\$ 0.250

All ESCO’s submitting proposals will use CEO’s IGA pricing structure in their proposals.

3.2 Project Pricing

Please use the 2016 CEO Cost and Pricing Tool Revised 6.15.2016 (Excel file) to identify the percentages proposed for this specific project that are equal to or less than the maximum rates stated in your Base Contract with CEO, based on the size, scope and location of the specific project.

3.3 Annual Costing

Provide estimated anticipated costs for Warranty, Measurement and Verification, and other pertinent categories below and how they are determined and applied to a project. Costs for the project shall not exceed the maximums established in the table below.

Determination of annual costs may be challenging without knowing project scope; therefore, elaborate on how annual pricing is determined.

Category of Annual Cost	Total Annual Cost	How Price is Determined	Years Applied (One-time, Annual, etc.)
Warranty			
Measurement and Verification			
Other:			

3.3 Best Value

Briefly describe how the company’s approach to performance contracting delivers best value for the investment. The responding company shall also describe any utility rebates or other financial incentives or grants it can potentially provide and/or facilitate.

Selection Criteria is based on:

- a) Completeness of response to RFP as outlined in “RESPONSE REQUIREMENTS”.
- b) Management Approach to include project management, key staff and their respective roles and responsibilities.
- c) Technical approach as demonstrated in qualifications, understanding of condition of facilities, quality of technical audit, and baseline calculation methodologies
- d) References: experience with similar size government agencies
- e) Financial stability of ESCO
- f) Firm profile, work plan, specific abilities of firm to include quality control procedures and comprehensiveness of services to include management, maintenance and monitoring services offered.

- g) Professional personnel ability (team description & organization, responsible individuals qualifications, key personnel resumes).
- h) Proposed fee structure with identification of all costs and breakdown as listed in minimum submittal requirements.

The City reserves the right to base its evaluation on a “Should Cost” analysis to reflect the real costs to the City arising out of or incidental to the award. Proposing 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.

IV. SELECTION PROCESS

The selection committee may make a selection based on the initial evaluation of the proposals. Or the committee will have the option to evaluate the initial proposals and “short list” prospective firms for interviews. Interviews are at the option of the evaluation committee and may or may not be conducted.

Communications between proposers and any members of the selection committee during the selection process, except when and in the manner expressly authorized by the proposal documents, is strictly prohibited. Violation of this requirement is grounds for disqualification from the process.

V. ANTICIPATED SCHEDULE OF EVENTS

RFP Issued	August 2, 2018
Recommended Pre-Proposal Conference	August 8, 2018 at 9 AM at the WR Rec Center site
Inquiry Deadline	August 14, 2018 by noon
Final Addendum Issued	August 16, 2018
Proposal Due Date and Time	Monday - August 27, 2018, 4:00 pm
Short List	September 7, 2018
Interviews	TBD, if needed
Council Approval	N/A
Start Date	September, 2018
Completion Date	October 31, 2018

VI. INFORMATION TO PROPOSERS

1. PROPOSAL OPENING, EVALUATION AND AWARD

Only the names of each proposer will be read at the opening. Proposals will be examined after opening. Proposals will be evaluated on the basis of the evaluation criteria. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the City and not necessarily on the basis of lowest price. The City reserves the right to make multiple awards if deemed in the best interest of the City. No proposal may be withdrawn for a period of sixty (60) calendar days of the Proposal Opening date.

2. TAXES

The City of Wheat Ridge is exempt from City, County, State and Federal Sales/Excise Taxes. Certificates will be issued upon request. Any appropriate taxes shall be shown as a separate item in your Proposal.

3. PROPOSER QUALIFICATIONS

No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the City of Wheat Ridge, 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, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid upon and that they have the necessary financial resources to provide the proposed supply/service called for as described in the attached Section VI, Information for Proposals.

4. **RIGHT TO INVESTIGATE**

The City reserves the right to investigate and confirm the proposer's financial responsibility. This may include financial statements, bank references and interviews with past Contractors, employees and creditors. Unfavorable responses to these investigations are grounds for rejection of the proposal.

5. **NO COMMITMENT BY CITY OF WHEAT RIDGE**

This Request for Proposals does not commit the City of Wheat Ridge to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a Proposal to this Request, or to procure or contract for services or supplies. In acceptance of proposals, the City of Wheat Ridge reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the City. This includes solicitation of a best and final offer from one or more of the proposers.

6. **PROPOSAL REPRESENTATION**

Each Proposer must sign the proposal with their usual signature and shall give their full business address on the form provided in this Proposal. Proposals by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter and shall have the corporate seal affixed thereto.

7. **ANTI-COLLUSION CLAUSE**

No officer or employee of the City of Wheat Ridge, and no other public official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all City of Wheat Ridge contracts for this Service.

8. **INSURANCE**

The successful Proposer shall, during the term of this Agreement and until completion thereof, provide and maintain the following types and minimum insurance coverages as follows:

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

The successful Proposer shall affect the insurance policies in a company or companies and in a form satisfactory to the Owner. Before commencing any performance under this Agreement, successful Proposer shall deliver, to the City, Certificates of Insurance issued by the insurance company, and/or its duly authorized agents pertaining to the aforementioned insurance, and certifying that the policies stipulated above are in full force and effect.

All policies and/or Certificates of Insurance shall include each individual entity as an additional named insured, except for Workers Compensation and Auto.

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.

Workers' Compensation Insurance - The contractor shall provide workers' compensation insurance coverage for all persons employed to perform the work to be done under the contract and assure that all workers will receive the compensation for compensable injuries. A copy of the workers compensation

policy is required to be submitted to the City as part of this Proposal.

Professional Liability Insurance - Evidence of Professional Liability Insurance will be required upon award of the project.

9. **LAWS AND REGULATIONS**

All applicable State of Colorado and Federal laws, City and City ordinances, licenses and regulations shall apply to the award throughout and herein incorporated here by reference.

10. **SUBCONTRACTING**

No portion of this Proposal may be subcontracted without the prior written approval by the City.

11. **SALES PROHIBITED / CONFLICT OF INTEREST**

No officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Wheat Ridge is prohibited.

VII. TERMS AND CONDITIONS

1. **MODIFICATION OF AGREEMENT**

No modification of award shall be binding upon the City unless made in writing and signed by authorized agents of both parties.

2. **CANCELLATION**

Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

3. **TERMINATION OF AWARD FOR CAUSE**

If, through any cause, the successful Proposer shall fail to fulfill in a timely and proper manner its obligations or if the successful Proposer shall violate any of the covenants, agreements or stipulations of the award, the City shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the Agency, become its property, and the successful Proposer shall be entitled to receive just, equitable compensation for any satisfactory work completed, prepared documents or materials as furnished.

Notwithstanding the above, the successful Proposer shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the award by the successful Proposer and the City may withhold any payments to the successful vendor for the purpose of set off until such time as the exact amount of damages due the City from the successful Proposer is determined.

4. **TERMINATION OF AWARD 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 thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Proposer under the award shall, at the option of the City, become its property. If the award is terminated by the City as provided herein, the successful vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made. If the award is terminated due to the fault of the successful Proposer, termination of award for cause, relative to termination shall apply.

5. **EQUAL OPPORTUNITY**

The successful firm will agree not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

It shall be a condition that any company, firm or corporation supplying goods or services, must be in compliance with the appropriate areas of the Americans With Disabilities Act of 1990 as enacted, and from time to time amended, and any other applicable Federal regulation. A signed, written certificate stating compliance with the Americans With Disabilities Act may be required, upon request, by the City.

6. **COMMON LANGUAGE**

Unless otherwise specified in this document, all words shall have a common language unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender. The word "firm/bidder/proposer" means any person, partnership, corporation or other entity.

7. **PROPRIETARY INFORMATION**

The evaluation committee will hold information provided by Proposers during the RFP process in confidence until the date of an award. After that date, proposals will become public record. Proposers may request parts of their proposals to remain confidential and shall indicate in the proposal and on the appropriate proprietary or financial pages. All information included in any Proposal that is of a proprietary nature must be **clearly** marked as such. The City shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposing firm.

8. **COMPETITIVENESS AND INTEGRITY**

The Purchasing Office maintains control of its internal and third party communications during the procurement process to prevent biased evaluations and compromises of confidential information and to preserve the competitiveness and integrity of such procurement efforts. Proposers should not disclose their pricing to any employees of the City other than the contact representative. Attempts by proposers to establish informal communication channels regarding this procurement will be viewed negatively and shall result in rejection of the offending firm's offer.

9. **PROPOSAL FORMAT**

All responses to this Request For Proposal shall use the respondent's format except for those pages, which have blanks to be filled in by the respondent or those pages marked for return with proposal. A proposal can be rejected by the City, if the firm fails to completely fill in all blanks for evaluation of the proposal or fails to answer all questions. Proposal should be submitted initially on the most favorable terms. All proposals shall be prepared in a comprehensive manner as to content; however no necessity exists for expensive binders or promotional material. All costs, including travel and expenses incurred in the preparation of this proposal shall be borne solely by the Proposal.

10. **PROPOSAL REJECTION AND/OR PARTIAL ACCEPTANCE:** The City reserves the right to:

- reject any and all proposals
- accept other than the lowest price
- waive minor defects or technicalities, formalities and informalities
- accept in whole or in part such proposal where it is deemed advisable
- make an award on the basis of the apparent greatest benefit to the City
- alter the scope of work reasonably and RFP documents until a contract is executed.

11. **GOVERNING LAW:**

The laws of the State of Colorado shall govern any contract executed between the successful contractor and the City. Further, the place of performance and transaction of business shall be deemed to be in the City of Jefferson, State of Colorado. In the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado, and more specifically, Jefferson County, Colorado.

12. **TAXES AND LICENSES BY THE AWARDED CONTRACTOR**

Contractor shall promptly pay, when they are due, all taxes, excises, license fees, and permit fees of whatever nature applicable to work which it performs under this agreement and shall take out and keep current all required municipal, county, state or federal licenses required to perform this work. Contractor

shall furnish the City upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and taxes. Contractor shall promptly pay, when due, all bills, debts and obligations it incurs performing work under this agreement and to allow no lien, mortgage, judgment, or execution to be filed against land, facilities, or improvements owned by the City.

13. **PROMPT PAYMENT DISCOUNTS:**

In determining the most responsive priced proposal(s), the City will consider all acceptable proposals on a basis of the net price to be paid after deduction of the discount specified in the respective proposals. Prompt payment discounts allowing less than 10 days for the discount to apply shall not be considered as a cost factor in the evaluation of proposals. In connection with any prompt payment discount offered, time will be computed from date of receipt of a correct invoice to include the receipt and acceptance of performance.

14. **OWNERSHIP OF CONTRACT PRODUCTS:**

All products produced from the awarded contract shall be the sole property of the City.

15. **FUNDING**

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

16. **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.

17. **INDEPENDENT CONTRACTOR**

The firm is an independent contractor. Notwithstanding any provision appearing in this RFP, all personnel assigned by the firm to perform work under the terms of this RFP and any subsequent agreement shall be, and remain at all times, employees or agents of the firm for all purposes. The firm shall make no representation that it is the employee of the City for any purpose.

18. **DUE DILIGENCE**

Due care and diligence has been used in the preparation of this information and it is believed to be substantially correct. However, the responsibility for determining the full extent to the exposure and the verification of all information shall rest solely with the proposer. The City is not responsible for any errors or omissions in the specification or for the failure on the part of the proposer in determining the full extent of exposure.

19. **SECURITY ACCESS CARDS**

The City may issue security access cards to assigned workers. It will be the discretion of the City to determine if access cards will be issued specifically for each worker, or a guest card may be issued.

20. **SAMPLE AGREEMENT:** A sample agreement is provided for your review if your firm is awarded. Do not complete nor enclosed with your proposal. It is for information only.

**CITY OF WHEAT RIDGE
RFP-18-18
ENERGY AUDIT AND EPC PROJECT PROPOSAL/ WHEAT RIDGE RECREATION CENTER
PROPOSER INFORMATION AND ADDENDUM ACKNOWLEDGMENT**

FEIN/SSN (Required) _____
Federal I.D. Number

COMPANY _____

ADDRESS _____

CITY/STATE/ZIP _____

PHONE _____ FAX _____

AUTHORIZED SIGNATURE _____
This is required. Must be in ink.

TYPED/PRINTED NAME _____

TITLE _____ EMAIL _____

PROPOSER IS RESPONSIBLE FOR ACKNOWLEDGEMENT OF ALL ADDENDA, PLEASE INITIAL:

ADDENDUM #1 _____

ADDENDUM #3 _____

ADDENDUM #2 _____

OTTHER ADDENDA _____

VISA IS THE PREFERRED PAYMENT METHOD. DO YOU ACCEPT VISA WITHOUT EXTRA FEES?

CHECK: YES _____ NO _____

IF NOT, WOULD YOU ESTABLISH A VISA ACCOUNT FOR PAYMENT PURPOSE? _____

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

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

Signature acknowledges that Proposer: has read the bid documents thoroughly before submitting a proposal, will fulfill the obligations in accordance to the scope of work or specifications, terms, and conditions, and is submitting without collusion with any other individual or firm. Only one (1) proposal will be accepted from any person, firm or corporation. All times are local and to our clock. You must submit a proposal with an authorized signature.

MUST SUBMIT THIS SIGNATURE PAGE WITH YOUR PROPOSAL

**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 provisions of CRS 8-17.5-101 et seq.
2. The Vendor shall not knowingly employ or contract with an illegal alien to perform work under this purchase order or enter into a contract with a subcontractor that 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 the above referenced purchase order for breach 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_____

BID NUMBER: _____

FIRM: _____
(Print Full Legal Name)

Authorized Signature: _____

Print Name: _____

Print Title: _____ Date: _____

Attestation: (A corporate attestation is required.)

BY: _____
Corporate Secretary or Equivalent

Place corporate seal here, if applicable

VENDOR MUST COMPLETE AND SUBMIT THIS FORM WITH PROPOSAL

QUALIFICATION STATEMENT

This statement will provide information which will enable the City to evaluate the qualifications of your company and staff with regard to the requirements of this Request for Proposal. Please complete this form in its entirety and submit it (in the number of copies requested) along with the other required proposal documents. If a request in the Qualification Statement is contained in the proposal, indicate the section in the proposal where that information can be found.

(PRINT)

PROVIDER NAME: _____
ADDRESS: _____
CITY STATE ZIP: _____
AUTHORIZED REPRESENTATIVE: _____
TITLE: _____
AUTHORIZED SIGNATURE: _____
PHONE: _____ FAX: _____
E-MAIL ADDRESS: _____

1. TYPE OF BUSINESS

2. TYPE OF LICENSE

CORPORATION	<input type="checkbox"/>	INDIVIDUAL	<input type="checkbox"/>	LOCATION
PARTNERSHIP	<input type="checkbox"/>	JOINT VENTURE	<input type="checkbox"/>	_____
OTHER:	_____			_____

3. TYPE OF SERVICE TO BE PROVIDED FOR RFP: _____

4. NUMBER OF YEARS IN BUSINESS: _____

5. ON A SEPARATE SHEET PROVIDE A BRIEF HISTORY OF YOUR FIRM, STAFF SIZE AND EXPERIENCE. SUBMIT A RESUME FOR EACH OF THE KEY PERSONNEL TO BE ASSIGNED TO THIS PROJECT.

6. WHAT OTHER NAME(S) HAS YOUR COMPANY OPERATED UNDER:

7. HAVE YOU OR YOUR FIRM EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU?

YES	NO	IF "YES", ON A SEPARATE SHEET, PLEASE EXPLAIN.
-----	----	--

8. HAS ANY OFFICER OR PARTNER OF YOUR ORGANIZATION EVER BEEN AN OFFICER OR PARTNER OF ANOTHER ORGANIZATION THAT FAILED TO COMPLETE A CONTRACT WITHIN THE LAST FIVE (5) YEARS? YES NO
IF "YES", ON A SEPARATE SHEET, PLEASE EXPLAIN.

9. HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY BANKRUPTCY ACTION? YES NO IF "YES", ON A SEPARATE SHEET, PLEASE EXPLAIN:

10. ARE YOU PRESENTLY INVOLVED IN ANY LITIGATION WITH AN OWNER OR OTHER GOVERNMENT AGENCY? YES NO IF "YES", ON A SEPARATE

SHEET, EXPLAIN KIND, PLAINTIFF, DEFENDANT, ETC., AND STATE THE CURRENT STATUS.

11. BANK REFERENCE: _____
ADDRESS: _____
CONTACT: _____ PHONE: _____

12. LIST THREE (3) SIMILAR PROJECTS FROM THE LAST FIVE YEARS.
NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.

1. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name and Title: _____
Contact Address: _____
Contact telephone and FAX Numbers: _____
2. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name: _____
Contact Address: _____
Contact telephone and FAX Numbers: _____
3. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name: _____
Contact Address: _____
Contact telephone and FAX Numbers: _____

13. LIST **CURRENT** SIMILAR PROJECTS (LOCAL OR STATE-WIDE) UNDER CONTRACT- INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT) CONTACT NAME, ADDRESS, TELEPHONE NUMBERS.

NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.

1. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name and Title: _____
Contact Address: _____
Contact telephone and FAX Numbers: _____
2. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name and Title: _____
Contact Address: _____
Contact telephone and FAX Numbers: _____
3. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name and Title: _____
Contact Address: _____
Contact telephone and FAX Numbers: _____

14. LIST OF SUB-CONTRACTORS TO BE USED FOR THIS PROJECT:
(INCLUDE NAME, ADDRESS, TELEPHONE NUMBER, TYPE OF WORK)

1. Name: _____
Address: _____
Telephone Number: _____
Type of Work: _____
2. Name: _____
Address: _____
Telephone Number: _____
Type of Work: _____
3. Name: _____
Address: _____
Telephone Number: _____

Type of Work: _____

IF ADDITIONAL INFORMATION IS PROVIDED ON A SEPARATE SHEET FOR ANY OF THE ITEMS, CLEARLY SPECIFY WHERE IT CAN BE LOCATED IN YOUR PROPOSAL PACKAGE.

SUBMIT QUALIFICATION STATEMENT WITH YOUR PROPOSAL

CITY OF WHEAT RIDGE
RFP-18-18
ENERGY AUDIT FOR THE WHEAT RIDGE RECREATION CENTER SAMPLE AGREEMENT

THIS AGREEMENT made this _____ day of _____, by and between the City of Wheat Ridge, Colorado, hereinafter referred to as the "City" or "Owner" and _____, _____, _____, 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 professional services required as per **RFP-18-18 ENERGY AUDIT FOR THE WHEAT RIDGE RECREATION CENTER**, as more fully described in the Request for Proposal (Exhibit I) and the response of the Contractor to the RFP (Exhibit II) attached hereto and incorporated herein by reference.

ARTICLE 2 – TERM

The work to be performed under this Agreement shall commence promptly after receipt of a fully executed copy of this Agreement to the extent that the Contractor has been authorized to proceed by the City. Completion shall be by _____. The City may upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor, if needed.

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 _____, (\$ _____) or a Not to Exceed amount of _____, (\$ _____) as full payment for such services.

There is no charge for computer, telephone, postage, copies or other ordinary costs and expenses.

A. Invoices by Task

Invoices will be submitted by the Contractor monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. The processing of payment will be expedited by the Treasurer's Office through proper accounting procedures. Payment will be made to the Contractor within thirty (30) days of the receipt of the approved invoices for services rendered.

B. Funding

There is in effect within the City of Wheat Ridge, Colorado, a provision of the City's Code of Laws which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid award. The contractor is specifically advised of the provisions of this portion of the Code of Laws of the City of Wheat Ridge, which was enacted pursuant to Ordinance 787, Series of 1989, and expressly incorporated herein. This contract is specifically subject to the provisions of said Ordinance and adopted Code Section.

ARTICLE 4 – INDEPENDENT CONTRACTOR

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. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide 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 coverage of insurance.

Type of Insurance	Minimum Limits of Liability
Standard Workers' Compensation & Employers' Liability Including Occupations Disease Coverage	Statutory in conformance with the compensation laws of the State of Colorado
Comprehensive General Liability Insurance	\$250,000 each person; \$1,000,000 each occurrence
Comprehensive Automobile	\$250,000 each person;
Professional Liability (errors and omissions)	\$1,000,000 each occurrence

All policies and/or Certificates of Insurance shall include the City of Wheat Ridge as an additional named insured.

Nothing herein shall be deemed or construed as a waiver of any of the protections to, which the Agencies may be entitled pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, C.R.S., as amended.

ARTICLE 6 – INDEMNIFICATION

The Contractor agrees to indemnify and to hold the City and its agents harmless for, from and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property causes or sustained by any person or persons as a result of the negligent performance or failure of the Contractor to provide services pursuant to the terms of this Agreement.

ARTICLE 7 – CHANGE ORDERS OR EXTENSIONS

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

ARTICLE 8 – EQUAL EMPLOYMENT OPPORTUNITY

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.

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

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 that this Agreement 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.

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.

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

For the City: NAME, DEPARTMENT 7500 W 29th AVENUE, WHEAT RIDGE, CO 80033
Phone 303- _____ Email - _____

For the Contractor: _____, _____, _____
Phone 303- _____ Email - _____

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 – PROHIBITION ON EMPLOYING OR CONTRACTING WITH ILLEGAL ALIENS

- A. The Contractor hereby certifies that at the time of executing this Agreement it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that it will participate in either the E-Verify Program or Department Program as those terms are defined in C.R.S. §§ 8-17.5-101(3.7) and (3.3), respectively, (the “Programs”) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform the work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.
- D. The Contractor is prohibited from using the Programs procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If the Contractor obtains actual knowledge that a subcontractor performing the work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the subcontractor and the City within three (3) days that the Contractor has actual knowledge that the subcontractor is knowingly employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, required pursuant to C.R.S. § 8-17.5-102(2)(III)(A), the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- F. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

ARTICLE 17 – 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 this Agreement in **two (2)** copies, each of which shall be deemed an original on the day and year first written above.

ATTEST:

OWNER

JANELLE SHAVER, CITY CLERK

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

DATE

BUD STARKER, MAYOR

(Seal)

CONTRACTOR

APPROVED AS TO FORM:

GERALD DAHL, CITY ATTORNEY

AUTHORIZED SIGNATURE

ATTEST TO CONTRACTOR:

NAME

PRINT NAME

TITLE

TITLE

DATE

DATE

FINAL CHECK LIST

Submit this Sheet with your Proposal

The following information and forms must be included with your submittal in this order. Did you include:

	YES	NO
• Proposer Information & Addendum	_____	_____
• Attend Recommended pre-proposal site visit	_____	_____
• Management Approach	_____	_____
• Current Workload	_____	_____
• Approach To Project	_____	_____
• Completed Cost & Pricing Tools	_____	_____
• Illegal Alien Certification Form	_____	_____
• Review Sample Service Agreement	_____	_____
• Qualification Statement	_____	_____
• 1 Original and 5 Complete Copies	_____	_____

NAME OF FIRM: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____