



**REQUEST FOR PROPOSALS
RFP-19-03**

PROPOSAL DUE DATE:

THURSDAY, FEBRUARY 28, 2019 BY 4 PM OUR CLOCK

Natural Gas Services

SEALED PROPOSALS MUST BE MAILED OR DELIVERED TO:

City of Wheat Ridge Municipal Building
Attn: 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:
PURCHASING & CONTRACTING DIVISION
FACILITIES 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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REQUEST FOR PROPOSALS
REP-19-03
Natural Gas Services

Project Overview/Scope: The City is requesting proposals from qualified firms to provide Natural Gas Products / Distribution Services to the Wheat Ridge Recreation Center, the Anderson Park Recreation Center, and to the Wheat Ridge Municipal Building. Term is for one year (May 1, 2019 – April 30, 2020) with the option to renew for four additional one-year periods.

Deadline for Questions: February 14, 2019

Point of Contact: Jennifer Nellis, Purchasing Agent, jnellis@ci.wheatridge.co.us (email preferred method of communication), or phone 303-235-2811. Do not contact the requesting department or any member of the selection committee.

Minimum Requirements: Awarded firm must be licensed to market natural gas in the State of Colorado. This service requires compliance with both the “Illegal Alien” provisions of CRS8-17.5-101 and “Non-Discrimination Assurance” of Title VI Regulations at 49 CFR Part 21 (forms included in bid documents).

Proposals Due: **THURSDAY, FEBRUARY 28, 2019 BY 4:00 PM OUR CLOCK. THERE IS NO PUBLIC OPENING.** Late receipt of bids will not be considered regardless of postmark. It is the responsibility of the proposer 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, CPPB
BID – Purchasing & Contracting Division
7500 W. 29th Avenue
Wheat Ridge, CO 80033

The City only accepts proposals in hardcopy format. Fax, email, or other electronic means are not acceptable. Sealed proposals must include: one (1) marked “Original” and three (3) copies of the proposal, for a total of four (4) complete sets.

Mark envelopes: **RFP—19-03 Natural Gas Services**

Comments: All proposals must be sealed, and will be validated upon receipt. No proposals will be accepted after the due date and time. Proposals received after the specified opening 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: Official documents are available on the City website, www.ci.wheatridge.co.us. Project updates and awards will be posted on the City website.

Publish Dates:

//Jennifer Nellis
Jennifer Nellis, Purchasing Agent, CPPB

RMEPS and
City Website February 8, 2019
Targeted Suppliers - email

CITY OF WHEAT RIDGE
RFP-19-03
PROPOSAL REQUIREMENTS / SELECTION CRITERIA
Natural Gas Services

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

I. INTRODUCTION

A. General

The City of Wheat Ridge (the "City") Municipal Building is located in the northwest Denver metropolitan area, with municipal offices at 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, and a city manager and mayor form of government. The City banks with 1st Bank of Wheat Ridge, CO, and the Federal ID is 84-0595832.

B. Background

The City has previously contracted for these services. The current agreement is due to expire at the end of April, 2019. The current provider of natural gas services, for the City Recreation Center, the Anderson Park Recreation Center, and for City Hall, is CenterPoint Energy Services, Inc. The City of Wheat Ridge has been very satisfied with the service provided by CenterPoint Energy during the term of our agreement with them. Facility consumption for 2016, 2017 and 2018 is provided here, see Exhibit A.

C. Objectives

The City seeks cost savings with an exclusive agreement for the un-interruptible supply of natural gas purchases with a qualified single Supplier/Marketer. Term shall be for one (1) year with the option to renew for up to four (4) additional one-year periods, checking prices annually and negotiating with selected Supplier/Marketer to continue service.

Due to the service level required in conjunction with this RFP, the Supplier shall maintain an office within the Metro Denver, Colorado area. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.

The Supplier must demonstrate its capability to provide such system contract support to other customers to be eligible for this award.

II. STATEMENT OF WORK

Awarded Supplier/Marketer shall provide un-interruptible Natural Gas Products / Services to the Wheat Ridge Recreation Center located at 4005 Kipling St. (meter #300672425), the Anderson Park Recreation Center located at 4355 Field St. (meter #300676600) and to the Wheat Ridge Municipal Building located at 7500 W. 29th Ave. (meter #300673943).

The City may or may not agree to a minimum contract commitment based on MMBtu/Month. The natural gas commodity cost shall be based on the CIG Rocky Mountain Index for each month as reported by Inside FERC Gas Market Report, first of the month publication. Exhibit A is provided as a historical reference showing actual consumption by month for 3 calendar years, 2016, 2017 and 2018.

All costs, calculations, definitions, terms and conditions must be declared in the RFP proposal, or a subsequent best and final negotiated proposal, if requested, to be eligible for inclusion or payment. Rates proposed are negotiable. Line item invoicing is preferred.

Your proposal should include sample invoices representative of the level of detail your firm provides on a monthly basis using your proposed calculations, terms and conditions. The invoices should be based on the following criteria in two scenarios each (one including a contract commitment [1200 MMBtu for May, and 1900 MMBtu for December], and a second based on actual consumption with no swing over/under options), and detailing all other costs, exclusive of any tax:

Recreation Center Consumption	1155 MMBtu
Anderson Park Building Consumption	305 MMBtu
Municipal Building Consumption	48 MMBtu

Rates based on the May, 2018 CIG Rocky Mountain Index.

And

Recreation Center Consumption	1969 MMBtu
Anderson Park Building Consumption	232 MMBtu
Municipal Building Consumption	244 MMBtu

Rates based on the December, 2018 CIG Rocky Mountain Index.

This will result in a total of four invoice samples. Failure to include the invoice samples may result in disqualification of your proposal.

III. PROPOSAL SUBMISSION AND EVALUATION CRITERIA

A. Proposal Submission

Submit one (1) proposal marked "original" and three (3) additional printed copies, for a total of four (4) complete sets to:

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

PROPOSAL DUE DATE: THURSDAY, FEBRUARY 28, 2014 BY 4:00 PM OUR CLOCK. NO EXCEPTIONS.

MARK OUTSIDE OF ENVELOPE: RFP-19-03 NATURAL GAS SERVICES

B. Evaluation Criteria

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.

Firms will be judged not only on their past experience for the type of work involved, but also on their ability to address issues critical to the success of the project requirements outlined in this RFP. Tab indexes for each of the categories are preferred, in the same order.

Omissions or incomplete responses in terms of content or aberrations in form may, at the City's discretion, render the proposal non-responsive. If you would like to incorporate the City marketing logo or City seal in your submittal, please contact: Allison Menard, Administrative Support Technician, via email: amenard@ci.wheatridge.co.us

Submit the following information in your proposal, in this order:

Signature Page and Forms

- a. Proposer Information and Addendum Acknowledgement
- b. Illegal Alien Form
- c. Non-Discrimination Assurance Form
- d. Non-Collusion Affidavit
- e. Vendor Qualifications

Qualifications and Experience of the Firm and Ability (25%)

- a. Provide an overview of your company's history. Include information on management, firm size, number of employees, years in business, location of working office, and other DBA's.
- b. Provide documentation / license to market natural gas in the State of Colorado.
- c. Provide a statement agreeing to provide and maintain insurance per the RFP requirements, if awarded.

Customer and Industry References (20%)

- a. Provide a minimum of three (3) references: include the contact name, current phone number and email address for each firm or agency listed. Provide details of the services provided.
- b. Include any supplemental references or qualifications that may attest to your firm's current ability to provide the required services.

Ability to Provide Services (20%)

- a. Provide a brief summary regarding your firm's financial stability, including current creditworthiness and include Federal ID, DUNS and bank contact information.
- b. Disclose whether or not your firm or any affiliates have filed for bankruptcy or reorganization under bankruptcy laws.
- c. Provide a list of office location(s) and phone numbers.
- d. Provide evidence of insurance.
- e. (Samples) Invoice details, as stated above.

Fee Schedule (35%)

- a. Provide a detailed statement of fees including individual rates for gas supply based on First of Month CIG Rocky Mountain Index, details of all costs contributing to transportation costs as well as distribution costs, and any other supply costs including the company margin and basis of supply cost as individual items.
- b. List pricing for any or all of the requested services.
- c. Include proposed terms and conditions specific to the fees.
- d. Rates are negotiable.

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. The City shall look to substance more than format and shall perform its cost and price evaluation on the basis of probable real costs. The City is under no obligation to award to the Supplier/Marketer offering the lowest fee, and reserves the right to negotiate with the lowest and/or best proposer.

IV. SELECTION PROCESS

The selection committee may either recommend an award based on the proposals alone, or elect to short-list firms and conduct interviews.

The short-list process includes written notification to the short-listed firms, interviews with firm members, reference checks on the top-ranked firm, and the negotiation of fees.

- 1) **Short List:** Submittals will be evaluated in accordance with the evaluation criteria above. The panel will review and score all proposals received. One or more firms with the highest scores may be invited to participate in oral interviews with the evaluation committee.
- 2) **Oral Interviews:** If requested, it is anticipated that oral interviews will be conducted in accordance to the schedule below. Short-listed firms will be notified in writing and invited to interview. Key personnel from the firm and major consultants who will be directly involved with the project should attend the interview. The selection committee will, in particular, be interested in knowing more about the firm's previous experiences, the perceived ability to meet specified deadlines, and the overall delivery approach, and details of the billing and fees proposed.
- 3) **Fee Proposals and Final Selection:** The City will attempt to negotiate a contract with the highest ranked firm, following the interview process.

V. ANTICIPATED SCHEDULE OF EVENTS

All times are local, and by our clock. Proposals will be validated (stamped) with time and date upon receipt.

Event	Anticipated Date
RFP Issued	February 8, 2019
Mandatory / Optional / Recommended Pre-Proposal Conference	N/A
Inquiry Deadline	February 14, 2019
Final Addendum Issued	February 21, 2019
Proposal Due Date and Time	February 28, 2019 by 4 PM our clock
Short List	March 7, 2019
Interviews (if needed)	Week of March 18, 2019
Negotiation of Contract	On or before the week of March 25, 2019
Council Approval	April 8, 2019
Start Date	May 1, 2019
Completion Date	April 30, 2020, with option to negotiate and renew

VI. ADMINISTRATIVE AND OFFEROR INFORMATION

- 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) **SALES AND USE TAXES**
Don't include sales or use tax in your proposal, as the City of Wheat Ridge is exempt from City, County, State, and Federal sales and excise taxes. Certificates will be issued upon request.

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 or service bid upon and that they have the necessary financial resources to provide the proposed supply or service.

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 interview with past consultants, employees, and creditors. Unfavorable responses to these investigations are grounds for rejection of the proposal.

5) **NO COMMITMENT BY THE CITY OF WHEAT RIDGE**

This Request for Proposals does not commit the City of Wheat Ridge to award any costs or to 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 and shall give his or her 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 coverage, as follows:

Type of Insurance	Minimum Limits of Liability
Worker's Compensation, Coverage A	Statutory, including occupational disease coverage for all employees at work site.
Employer Liability, Coverage B	\$500,000 per person \$500,000 per accident \$500,000 each disease
Commercial General Liability (<i>including Premises-Operations, Independent Contractor's Protective, Broad Form Property Damage, and Contractual Liability</i>)	

<ul style="list-style-type: none"> • Bodily Injury • Property Damage 	<p>\$1 million per occurrence \$2 million aggregate</p> <p>\$1 million per occurrence \$2 million aggregate</p>
<p><i>An endorsement covering any explosion, collapse, and underground exposures, "XCU," in the Commercial General Liability policy is also required.</i></p>	
<p>Comprehensive Automotive Liability (owned, hired and non-owned vehicles)</p> <ul style="list-style-type: none"> • Bodily Injury • Property Damage 	<p>\$2 million per occurrence \$2 million per occurrence</p>
<p><i>The City of Wheat Ridge shall be named as additional insured on all liability policies. Insurance shall include provisions preventing cancellation without 30 days prior notice by certified mail to the City.</i></p>	

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 the 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.

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 for all persons employed to perform work to be done under the contract, and assure that all workers will receive compensation for compensable injuries.

9) **LAWS AND REGULATIONS**

All applicable State of Colorado and Federal laws, City and County 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 of 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 has 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.

12) **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.

13) **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.

14) **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—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 City—become its property, and the successful proposer shall be entitled to receive just, equitable compensation for any satisfactory work completed, or prepared documents/materials 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.

15) **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 (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, materials(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 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.

16) **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.

17) **DISADVANTAGED BUSINESS ENTERPRISES**

Disadvantaged business enterprises are afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. As a recipient of Federal funds, subject to United States Department of Transportation Title VI Regulations at 49 CFR Part 21 the Civil Rights Act of 1964, the City of Wheat Ridge and its responsible agents, contractors and consultants assure that no person shall on the grounds of race, color or national origin be excluded from participation in the opportunity to bid, or be discriminated against in consideration of award of this project. The United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, 49 CFR Part 21.

18) **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 words “firm,” “bidder,” “vendor,” “contractor,” “consultant,” and “proposer” refer to any person, partnership, corporation, or other entity.

19) **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 as such 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. 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. An entire proposal shall not be considered proprietary.

20) **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 contract 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.

21) **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 submitting 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 materials. All costs—including travel and expenses incurred in the preparation of this proposal—shall be borne solely by the proposer.

22) **PROPOSAL REJECTION AND / OR PARTIAL ACCEPTANCE**

The City reserves the right to the following:

- 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 of Wheat Ridge.
- Alter the scope of work reasonably and RFP documents until a contract is executed.

23) **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 County of Jefferson, State of Colorado. In the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado—more specifically, Jefferson County, Colorado.

24) TAXES AND LICENSES BY THE AWARDED CONTRACTOR

The 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. Additionally, the 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.

25) PROMPT PAYMENT DISCOUNTS

In determining the most responsive price 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.

26) OWNERSHIP OF CONTRACT PRODUCTS

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

27) 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 1st 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.

28) 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 consultant to provide services pursuant to the terms of this agreement.

29) INDEPENDENT CONTRACTOR

The proposing 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 reason.

30) EMPLOYMENT OF LABOR

The Contractor and each of the approved sub-contractors shall hire qualified workers for the project who are citizens of the United States or legal resident aliens with first preference being given, insofar as practicable, to those having served in the armed forces of the United States and having been honorably discharged or released from active duty therein.

The Contractor shall employ only competent persons to do the work, and whenever requested in writing by the City Representative, the Contractor shall discharge any person who commits trespass or in, in the

opinion of the City Representative, disorderly, dangerous, unfaithful, insubordinate, incompetent or otherwise unsatisfactory.

31) **DUE DILIGENCE**

Due care and diligence has been used in the preparation of this information and it is believed to be substantially correct. The responsibility, however, 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.

32) **DEBRIEFING**

After the project award has been made, vendors may contact the City Purchasing Agent to request a debriefing on the selection process, as well as a discussion of the strengths and weaknesses of their firm's proposal.

33) **SECURITY ACCESS CARDS**

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

34) **SAMPLE AGREEMENT**

A sample agreement is provided in the RFP documents for informational purposes only. Do not complete or enclose with your submitted proposal.

THANK YOU FOR YOUR INTEREST IN DOING BUSINESS WITH THE CITY OF WHEAT RIDGE



**RFP-19-03
NATURAL GAS SERVICES**

PROPOSER INFORMATION AND ADDENDUM ACKNOWLEDGMENT

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 _____

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

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
RFP-19-03
NATURAL GAS SERVICES

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 _____, 20__

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.



**RFP-19-03
NATURAL GAS SERVICES
SAMPLE AGREEMENT, FOR REVIEW ONLY**

THIS AGREEMENT made this ____ day of **MONTH, YEAR**, by and between the City of Wheat Ridge, Colorado, hereinafter referred to as the "City" or "Owner" and _____ (company name _____, _____ (company 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 professional services required as per **RFP-19-03 Natural Gas Services**, as more fully described in the Request for Proposal and Contractor's response to the RFP (Exhibit 1) 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 the agreement, to the extent that the Contractor has been authorized to proceed by the City.

THE TERM FOR THIS AGREEMENT IS THROUGH MONTH, DATE, YEAR, WITH THE OPTION TO RENEW FOR FOUR (4) ADDITIONAL ONE-YEAR PERIODS, AT THE SOLE DISCRETION OF THE CITY. If your firm has never performed work for the City, the initial term of the agreement may be six (6) months, at the sole discretion of the City.

At the end of each year, if the City deems the Contractor's performance is acceptable and the pricing remains the same, the agreement may continue with automatic renewals. 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.
- The scope of work or specifications are not changed or modified.

The City may negotiate with the Supplier/Marketer for each renewal period.

If at the end of each year the City desires to rebid, or the Contractor's performance is not acceptable, the City and Contractor may elect to continue the agreement on a month-to-month basis until the rebid process is complete.

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 on a monthly basis. Price shall be based on..., and the Contractor shall accept monthly payment for such services.

i. Invoices by Task

Invoices will be submitted monthly by the Contractor for services performed and expenses incurred, pursuant to this agreement during the prior month. The payment will be expedited by the user department and processed as a VISA transaction within two business days of City approval. The City may elect the alternative method of payment by the Treasurer’s Office through proper accounting procedures. Payment is then made to the Contractor within thirty (30) days of receipt. A check is mailed to the Contractor.

ii. 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, personal injury and property damage insurance, as well 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 coverages of insurance:

Type of Insurance	Minimum Limits of Liability
Worker’s Compensation, Coverage A	Statutory, including occupational disease coverage for all employees at work site.
Employer Liability, Coverage B	\$500,000 per person \$500,000 per accident \$500,000 each disease
Commercial General Liability (including	

<p><i>Premises-Operations, Independent Contractor's Protective, Broad Form Property Damage, and Contractual Liability)</i></p> <ul style="list-style-type: none"> • Bodily Injury • Property Damage 	<p>\$1 million per occurrence \$2 million aggregate</p> <p>\$1 million per occurrence \$2 million aggregate</p>
<p><i>An endorsement covering any explosion, collapse, and underground exposures, "XCU," in the Commercial General Liability policy is also required.</i></p>	
<p>Comprehensive Automotive Liability <i>(owned, hired, and non-owned vehicles)</i></p> <ul style="list-style-type: none"> • Bodily Injury • Property Damage 	<p>\$2 million per occurrence \$2 million per occurrence</p>
<p><i>The City of Wheat Ridge shall be named as additional insured on all liability policies. Insurance shall include provisions preventing cancellation without 30 days prior notice by certified mail to the City.</i></p>	

Submit a proposal ONLY if you are prepared to complete this requirement.

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, CRS, 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 – 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 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 supply natural gas services 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 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 natural gas supplied by the Contractor prior to the date of such termination shall be recorded, and tangible support documents shall be transferred to and become the sole property of the City, prior to payment for services rendered.

ARTICLE 12 – NOTICES

Contact Information	City	Contractor
Name:		
Office Phone:		
Cell Phone:		
Email Address:		
Address:		
City, State, Zipcode		

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, as well as the delivery of services as set forth in this agreement. The contractor shall be responsible for the performance of any subcontractor.

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. 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 understanding 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 CONTRATING WITH ILLEGAL ALIENS

Illegal Aliens – Public Contracts for Services

CRS 8-17.5-101 and Public Law 208, 104th Congress, as amended and expanded in Public Law 156, 108th Congress, as amended:

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

ARTICLE 17 - DISADVANTAGED BUSINESS ENTERPRISES

Disadvantaged business enterprises are afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. Consultants shall insert this provision in all sub-contracts for any work covered by this Agreement, so that it shall be binding upon each sub-consultant or sub-contractor providing labor or services.

ARTICLE 18 – 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:

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**

BUD STARKER, MAYOR

CONTRACTOR

**NAME
ADDRESS
CITY, STATE, ZIPCODE**

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

DATE

**ATTACHMENT A
RFP-19-03
NATURAL GAS SERVICES**

CHECK LIST

ATTACH THIS PAGE TO YOUR DETAILED PRICE OR FEE PROPOSAL

NAME OF FIRM: _____

ADDRESS: _____

CHECK-LIST:

The following information and forms must be included with your submittal, in this order:

- Proposer Information Sheet _____
- Acknowledgment of Addendum (if any) _____
- Illegal Alien Certification Form _____
- Non-discrimination Form _____

Please be certain to address the following in your proposal:

- Invoice Samples (4) _____
- Qualifications _____
- Experience _____
- References _____
- Ability _____
- Fee Schedule _____

Please review the sample agreement, but do not include a copy with your proposal submittal.

EXHIBIT A
RFP-19-03
NATURAL GAS SERVICES

Natural Gas Consumption
2016-2018

City of Wheat Ridge

	2016	Recreation Center	Municipal Building	Anderson Building
Month		MMBTU	MMBTU	MMBTU
January		2078	256	N/A
February		1874	182	1547
March		1841	165	1147
April		1504	104	1081
May		1260	66	849
June		769	0	7932
July		577	1	N/A
August		706	4	3575
September		886	18	1015
October		1159	62	433
November		1456	136	818
December		2064	260	2052
Total Bldg/Yr		16174	1254	20449

	2017	Recreation Center	Municipal Building	Anderson Building
Month		MMBTU	MMBTU	MMBTU
January		2122	259	2055
February		1561	165	1568
March		1427	127	1174
April		1301	107	1015
May		1153	82	N/A
June		759	12	N/A
July		555	0	394
August		672	8	337
September		900	41	34
October		1368	123	92
November		1516	156	106
December		1957	256	166
Total Bldg/Yr		15291	1336	6941

	2018	Recreation Center	Municipal Building	Anderson Building
Month		MMBTU	MMBTU	MMBTU
January		1913	250	154
February		1851	245	138
March		1590	155	113
April		1372	112	80
May		1155	48	305
June		695	8	430
July		603	0	270
August		618	8	173
September		758	24	21
October		1420	125	109
November		1704	195	161
December		1969	244	232
Total Bldg/Yr		15648	1414	2186

EXHIBIT A – page 2
RFP-19-03
NATURAL GAS SERVICES