



**REQUEST FOR PROPOSALS**

**RFP-19-29**

**LASER PRINTER MAINTENANCE SERVICES**

**PROPOSALS DUE: THURSDAY, NOVEMBER 7, 2019 BY 2:00 PM  
OUR CLOCK**

**SEALED PROPOSALS MUST BE MAILED OR DELIVERED TO:**

City of Wheat Ridge Municipal Building  
Attention: Kirby Hollums  
Purchasing & Contracting Division  
7500 W 29<sup>th</sup> Avenue  
Wheat Ridge, CO 80033  
Phone: 303-235-2885

**DOCUMENTS PREPARED BY:**  
IT DIVISION  
PURCHASING & CONTRACTING DIVISION

**IMPORTANT: PLEASE READ ENTIRE DOCUMENT**  
Per the attached specifications, terms and conditions.

**PLEASE DO NOT REMOVE ANY PAGES FROM THIS BID DOCUMENT**

# TABLE OF CONTENTS

PAGE #

COVER PAGE .....	1
TABLE OF CONTENTS .....	2
ADVERTISEMENT .....	3
SCOPE OF WORK .....	4
EQUIPMENT LIST .....	5
PROPOSAL SUBMISSION .....	5
EVALUATION/SELECTION CRITERIA.....	5
SCHEDULE OF EVENTS.....	6
INFORMATION TO PROPOSERS.....	6
<b>FORMS</b>	
PROPOSER INFORMATION .....	11
CERTIFICATE OF ILLEGAL ALIEN ....	12
SAMPLE AGREEMENT .....	13
<b>ATTACHMENTS</b>	
ATTACHMENT A – PRICE SCHEDULE .....	18
CHECK LIST .....	18
<b>ADDENDUM</b> (if applicable)	

**CITY OF WHEAT RIDGE  
RFP-19-29  
LASER PRINTER MAINTENANCE SERVICES**

**Project Overview:** Proposals are requested from qualified Laser Printer Maintenance firms to provide annual maintenance, reports, on-call services, toner, parts, and supplies. Anticipated start date is January 2020. This is a term contract for one year with the option to renew for four (4) additional one-year renewal periods. The annual projected budget is \$5,000 - \$6,500 for all services and products.

**Deadline for Questions:** **WEDNESDAY, OCTOBER 23, 2019 BY 2:00 PM**

**Minimum Requirements:** Awarded firm must 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:** **THURSDAY, NOVEMBER 7, 2019 BY 2:00 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 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: Kirby Hollums  
Purchasing & Contracting Division  
7500 W 29<sup>th</sup> Avenue  
Wheat Ridge, CO 80033

**The City only accepts proposals in hard copy format. Fax, email or other electronic means are not acceptable.** Sealed proposals must include: (1) marked "Original" and (2) copies, for a total of 3 complete sets.

**Mark Envelopes:** **RFP-19-29 LASER PRINTER MAINTENANCE SERVICES**

**Comments:** All proposals must be sealed and shall be validated. No proposals will be accepted after the due date and time. Proposals received after the due 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:** Available on the RMEPS a division of BIDNET [www.govbids.com](http://www.govbids.com) or call 1-800-677-1997 x 214 or visit the City Website for project documents and updates: [www.ci.wheatridge.co.us](http://www.ci.wheatridge.co.us)

**Point of Contact:** Kirby Hollums, Buyer II, [khollums@ci.wheatridge.co.us](mailto:khollums@ci.wheatridge.co.us), or phone 303-235-2885. Do not contact the requesting department or the evaluation committee.

**Publish Dates:**

---

Kirby Hollums, Buyer II

RMEPS                                      OCTOBER 16, 2019

City Website                                      OCTOBER 16, 2019

**RFP-19-29**  
**PROPOSAL REQUIREMENTS/SELECTION CRITERIA**  
**LASER PRINTER MAINTENANCE SERVICES**

**I. INTRODUCTION**

**A. General**

The City of Wheat Ridge Municipal Building is located on the west side of the Denver metropolitan area, 7500 W 29<sup>th</sup> Avenue, Wheat Ridge, CO 80033. It has a population of approximately 33,000 and consists of about nine square miles. The topography is somewhat unique, with a natural ridge traversing the city. The City Council is comprised of a mayor and eight members.

**B. Background**

There are a total of 22 printers located at the following Wheat Ridge sites:

- Anderson Campus - 4355 Field Street ( Includes the Parks Offices and Shop)
- City Hall - 7500 W. 29<sup>th</sup> Avenue
- Police Department at City Hall – 7500 W 29<sup>th</sup> Avenue
- Active Adult Center (formerly the Senior Community Center) - 6363 W. 35<sup>th</sup> Avenue
- Public Works Shop - 11220 W. 45<sup>th</sup> Avenue
- Recreation Center - 4005 Kipling Street

Printer maintenance and toner supply services are currently being provided by LaserCycle USA; LaserCycle USA is encouraged to submit a proposal for this current solicitation.

From 1/1/2019 through 10/9/2019 there have been 14 service calls for repairs, each lasting approximately 1 hour and averaging \$20 in parts per visit. Printers are producing an average of 15,000 pages per machine per year.

**C. Objectives**

Provide high quality service efficiently with a cost saving annual maintenance program, including preventative maintenance, parts, labor, on-call services (time and materials), products (toner, drums, etc.), and an eco-friendly disposal program. Term shall be for one (1) year, with the option to renew for four (4) additional one-year periods.

**II. SCOPE OF SERVICES**

Equipment, primarily HP Laserjet products, are maintained on an annual basis. All scheduled work is performed on site by appointment, or as needed. Printers will be added/deleted as needed throughout the year.

Provide the following services based on Monday – Friday, normal business schedule. On-line ordering is preferred.

- Yearly preventative maintenance on all equipment in November
- Replacement and repair parts throughout the year on an as-needed basis
- Troubleshoot problems and provide recommendations
- Track problems, history, and work performed on each printer
- Provide toner cartridges, drums, image transfer kit, etc.

This is the current inventory list. Equipment will be added and deleted as needed throughout the year. The prefix in front of the “Locations” column designates the buildings:

- AC – Anderson Complex (includes Anderson Building, Parks Offices and Parks Shop)
- CI – City Hall
- PD – Police Department at City Hall
- PW – Public Works Operations
- RC – Recreation Center
- SC – Active Adult Center formerly the Senior Center

<u>#</u>	<u>Model</u>	<u>Years in Service</u>	<u>Location</u>
1	HP LaserJet M551	7	CI
2	HP LaserJet M551	7	RC
3	HP LaserJet M551	7	RC
4	HP LaserJet 4350	10	CI
5	HP LaserJet 4300	15	CI
6	HP LaserJet 4300	15	CI
7	HP LaserJet 4300	15	CI
8	HP LaserJet 4300	15	CI
9	HP LaserJet 4300	15	CI
10	HP LaserJet 4300	15	CI
11	HP LaserJet 4300	15	PD
12	HP LaserJet 2430	15	CI
13	HP LaserJet 2430	15	AC
14	HP LaserJet 2430	15	PW
15	HP LaserJet 2430	15	PD
16	HP LaserJet 2420	15	CI
17	HP LaserJet 2420	15	RC
18	HP LaserJet 2420	15	PW
19	HP LaserJet 2420	15	CI
20	HP LaserJet 2420	15	PD
21	HP LaserJet 2420	15	PD
22	HP LaserJet 2420	15	SC

**III. PROPOSAL SUBMISSION AND EVALUATION CRITERIA**

A. Provide one (1) marked "Original", plus two (2) additional copies.

Submit to: City of Wheat Ridge Municipal Building  
ATTN: Kirby Hollums  
7500 W 29<sup>th</sup> Avenue, Purchasing & Contracting Division  
Wheat Ridge, CO 80033

**MARK OUTSIDE OF ENVELOPE: RFP-19-29 LASER PRINTER MAINTENANCE SERVICES**

**PROPOSAL DUE DATE: THURSDAY, NOVEMBER 7, 2019 BY 2:00 PM OUR CLOCK. NO EXCEPTIONS.**

B. Evaluation Criteria

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

**1) Required Forms – these forms must be completed and submitted with your proposal**

- Proposer Information, Certification of Illegal Alien, Attachment A

**2) Qualifications/Experience (30%)**

- An overview of your company's history. Include information on firm size, number of employees, years in business, location of working office, assurance of your financial stability and experience of technicians performing the work.
- List a minimum of three (3) current or within the past three (3) years references. Include contact name, firm or agency, phone number or email and a summary of similar services provided.
- Describe any experiences with the City or other government agencies
- Provide a statement agreeing to comply with the insurance requirements
- Provide any unique strengths or experiences

**3) Approach, Timelines, Current Workload, Warranty (40%)**

- Provide information on current workload.
- Detail your approach to scheduling annual preventative maintenance on each piece of equipment. What is included as preventative maintenance? How do you minimize downtime?
- Describe your products and warranties. Do you offer on-line ordering, if so describe process and typical delivery time. Explain your disposal of goods program.
- Detail how normal and emergency requests are handled. How do you assure timely responses?
- Detail any recycle, sustainable or greening efforts by your firm
- Provide a sample of your reporting program and functions.

**4) Fee Schedule (30%)**

- Provide a detailed statement of fees for: annual preventative maintenance, as-needed services (time & materials), parts and supply discounts, and all other fees
- Value added services
- Rates are negotiable
- VISA or Automated Clearing House (ACH) are the preferred methods of payment. Do you accept VISA or ACH for payment?

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 will make a recommendation for award based on the evaluation criteria above. Interviews may be requested.

**V. ANTICIPATED SCHEDULE OF EVENTS**

All times are local and by our clock.

RFP Issued	Wednesday, October 16, 2019
Inquiry Deadline	Wednesday, October 23, 2019, 2:00 PM
Final Addendum	Tuesday, October 29, 2019
Proposal Due Date and Time	Thursday, November 7, 2019, 2:00 PM
Negotiation of Contract	Week of November 18, 2019

**VII. 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. 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 IV, 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 consultants, 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;

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.

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 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.

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 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.

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 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.

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. **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.

18. **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. If all of the submittal is marked confidential, the submittal will not be considered for evaluation.

19. **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.

20. **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.

21. **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.

22. **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, and more specifically, Jefferson County, Colorado.

23. **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.

24. **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.
25. **OWNERSHIP OF CONTRACT PRODUCTS:**  
All products produced from the awarded contract shall be the sole property of the City.
26. **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.
27. **INDEMNIFICATION:** The Consultant agrees to indemnify and to hold the City and its agents harmless for, from and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property causes or sustained by any person or persons as a result of the negligent performance or failure of the Consultant to provide services pursuant to the terms of this Agreement.
28. **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.
29. **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.
30. **DEBRIEFING**  
Offerors not selected may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their firm's proposal after an award has been made. A debriefing may be scheduled with the Purchasing Agent.
31. **SECURITY ACCESS CARDS**  
The City will issue security access cards to assigned workers. It will be the discretion of the City if the access cards are issued specifically for each worker or a guest card may be issued.
32. **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.

***THANK YOU FOR YOUR INTEREST IN THE CITY OF WHEAT RIDGE***

**RFP-19-29**  
**LASER PRINTER MAINTENANCE SERVICES**  
**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 FOLLOWING UP ON ALL ADDENDUMS

NUMBER OF ADDENDA ISSUED: \_\_\_\_\_

INITIAL YOU REVIEWED EACH ADDENDUM FOR THIS PROJECT \_\_\_\_\_

VISA OR ACH IS THE PREFERRED PAYMENT METHOD.

DO YOU ACCEPT VISA WITHOUT EXTRA FEES? \_\_\_\_\_

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

**POINT OF CONTACT:** Kirby Hollums, Buyer II, [khollums@ci.wheatridge.co.us](mailto:khollums@ci.wheatridge.co.us) or phone 303-235-2885.

**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. 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 \_\_\_\_\_, 201\_\_\_\_\_

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 TO THE  
PURCHASING AND CONTRACTING OFFICE**



**RFP-19-29**  
**LASER PRINTER MAINTENANCE SERVICES SAMPLE AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of **JANUARY 2015**, by and between the City of Wheat Ridge, Colorado, hereinafter referred to as the "City" or "Owner" and \_\_\_\_\_, hereinafter referred to as the "Consultant".

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

**ARTICLE 1 – SERVICES**

The Consultant shall serve as the City's Consultant and provide as a minimum all of the professional services required as per **RFP-19-29 LASER PRINTER MAINTENANCE SERVICES**, as more fully described in the Request for Proposal (Exhibit I) and Consultant's response 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 Consultant has been authorized to proceed by the City.

**THE TERM FOR THIS AGREEMENT IS THROUGH DECEMBER 2015, 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 Consultant'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.

If at the end of each year the City desires to rebid or the Consultant's performance is not acceptable the City and Consultant 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 Consultant for services provided and the Consultant shall accept a total of \_\_\_\_\_, (\$) or a Not to Exceed amount of \_\_\_\_\_, (\$) as full payment for such services.

Pricing shall remain firm for the renewal periods.

A. Invoices by Task

Invoices will be submitted monthly by the Consultant 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 2 business days of the 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 Consultant within thirty (30) days of the receipt. A check is mailed.

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 Consultant 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 Consultant, as an independent contractor, is obligated to pay federal and state income tax on monies earned. The personnel employed by the Consultant are not and shall not become employees, agents or servants of the City because of the performance of any work by this agreement. The Consultant warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consultant, 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 Consultant shall furnish a certificate of insurance upon notification of award and prior to performance. Work shall not commence under this Agreement until the Consultant 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;

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

#### **ARTICLE 7 – CHANGE ORDERS OR EXTENSIONS**

The City may, from time to time, require changes in the scope of services of the Consultant to be performed herein. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon in writing by the City and the Consultant. The Consultant 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 Consultant shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin. The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 consultant will be paid for all work and expenses incurred up until the time of such termination.

All work accomplished by the Consultant 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**

	<b>City</b>	<b>Contractor</b>
<b>Contact Name</b>	<b>Mike Steinke</b>	
<b>Phone</b>	<b>303-235-2824</b>	
<b>Email address</b>	<b>msteinke@ci.wheatridge.co.us</b>	
<b>Address</b>	<b>7500 W. 29<sup>th</sup> Ave.</b>	
<b>City, State, Zip</b>	<b>Wheat Ridge, CO 80033</b>	

**ARTICLE 13 – ASSIGNMENT AND SUBCONTRACTORS**

The duties and obligations of the Consultant 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 Consultant is responsible for all subcontracting arrangements and the delivery of services as set forth in this Agreement. The Consultant shall be responsible for the performance of any sub-consultant.

#### **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 Consultant.

#### **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 29<sup>TH</sup> AVENUE  
WHEAT RIDGE, CO 80033  
303-234-5900**

\_\_\_\_\_  
DATE

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

(Seal)

**CONTRACTOR**

**APPROVED AS TO FORM:**

**Vendor  
Street  
City/State**

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

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

**ATTEST TO CONTRACTOR:**

\_\_\_\_\_  
NAME

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

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**ATTACHMENT A  
RFP-19-29 LASER PRINTER SERVICES  
PRICE SCHEDULE**

**SUBMIT THIS PAGE OR ATTACH YOUR DETAILED PRICE SCHEDULE**

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**1. ANNUAL PREVENTATIVE MAINTENANCE: provide pricing in accordance to models**

- COLOR PM                   \$ \_\_\_\_\_ PER UNIT                   \$ \_\_\_\_\_ YEARLY
- B & W                       \$ \_\_\_\_\_ PER UNIT                   \$ \_\_\_\_\_ YEARLY
  
- TOTAL COMBINED YEARLY COSTS FOR COLOR AND B&W PM   \$ \_\_\_\_\_

**2. ON-CALL SERVICES                   \$ \_\_\_\_\_ PER CALL (includes travel, work)**

**3. PROVIDE A LIST OF TONER PRICING BY MODEL**

**4. PROVIDE A LIST OF DRUM KIT PRICING BY MODEL**

**5. DETAIL OTHER COSTS: such as image transfer kit, feed rollers, pads, etc.**

**6. WARRANTIES**

**CHECK LIST**

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

	<b>YES</b>	<b>NO</b>
• Proposer Information Page	_____	_____
• Acknowledge each Addendum, if any	_____	_____
• Illegal Alien Certification Form	_____	_____
• Qualifications/Experience	_____	_____
• Approach	_____	_____
• Fee Schedule	_____	_____
• Warranties	_____	_____
• Did you review the Sample agreement	_____	_____