



REQUEST FOR Bid

RFB-20-19

DUE DATE: TUESDAY, OCTOBER 13, 2020 BY 1:00 PM OUR CLOCK

VIRTUAL AV MEETING SPACES X 3
Equipment and Installation

BIDS MUST BE EMAILED TO:

BIDS@ci.wheatridge.co.us
Attention: Jennifer Nellis

DOCUMENTS PREPARED BY:
WHEAT RIDGE 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

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ATTACHMENTS

ATTACHMENT A – Cost Worksheet (Excel) separate document

ADDENDUM (if applicable)

**ADVERTISEMENT FOR BIDS
RFB-20-19
VIRTUAL AV MEETING SPACES X 3**

Bid Due Date: TUESDAY, OCTOBER 13, 2020, BY 1:00 PM OUR CLOCK

Project Overview: The City of Wheat Ridge IT Division is seeking to contract with a vendor for the purchase and installation of AV equipment in three existing executive conference rooms. The Conference rooms are rectangular shaped rooms, seating up to 17-20 team members. Budget is \$30,000.

Mandatory Pre-Bid Walk-through: There will be a recommended walk-through of the areas where the work will be performed. This is scheduled for Monday, September 21, 2020 at 1:00 PM, in the lobby conference room of the Wheat Ridge Municipal Building, 7500 W. 29th Ave, Wheat Ridge, CO 80033. Enter from the West side of the building. Masks and social distancing. Temperatures will be taken upon entry to the building, and access may be denied.

Minimum Requirements: Awarded firm must obtain a valid City Business/Use Tax license prior to doing business in the City of Wheat Ridge. This service requires compliance with the Illegal Alien Provisions of CRS8-17.5-101 and Title IV Regulations at 49 CFR Part 21 (non-discrimination assurance). On federally funded projects, such as this, Contractor cannot be banned or debarred, per current sam.gov information at www.sam.gov.

Disadvantaged Businesses: 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.

Deadline for Questions: FRIDAY, September 25, 2020, BY noon. Email questions to Jennifer Nellis at jnellis@ci.wheatridge.co.us

Submit Bids to: City of Wheat Ridge
Bids@ci.wheatridge.co.us
Attn: Jennifer Nellis

Bid shall be marked: RFB-20-19, (Insert Company Name) VIRTUAL AV MEETING SPACES X 3.

Comments: Late receipt of bids will not be considered.

All bids shall be validated upon receipt. Bids received after the bid opening time will be filed unopened. The City of Wheat Ridge reserves the right to reject any and all bids—or any part—and to waive any formalities or informalities to make an award in the best interest of the City. Do NOT submit more than one bid.

Bid Documents: Bid opportunities, addenda, and project updates are posted on the City of Wheat Ridge website, www.ci.wheatridge.co.us.

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

//:Jennifer Nellis, CPPB

Jennifer Nellis, Purchasing Agent

Publish Dates:
City website Date: September 15, 2020

**CITY OF WHEAT RIDGE
RFB-20-19
VIRTUAL AV MEETING SPACES X 3**

I. INTRODUCTION

A. General

The City of Wheat Ridge (the “City”) is located in the northwest area of Denver metropolitan area. The Municipal Building is located at 7500 W 29th Avenue, Wheat Ridge, CO 80033. The City’s area consists of about ten square miles of rolling land adjacent to Interstate 70 transportation corridor between Denver and the Rocky Mountains. The topography is somewhat unique, with a natural ridge traversing the City. The City is a suburban community of approximately 33,000 residents. The City is a home-rule municipality with eight council members, city manager and mayor form of government.

B. Background

We have 3 large conference room that have no virtual meeting equipment installed to facilitate Microsoft Teams, Zoom, GoToMeeting or other virtual meeting capabilities. The conference rooms are located at two separate buildings and locations. In addition, they do have network connectivity via a computer and projection system.

This project is being federally funded with CARES Act resources, and is subject to Treasure Act guidelines and Jefferson County audit. These equipment improvements will allow for social distancing and will facilitate work from home and meeting remotely.

C. Objectives

The City of Wheat Ridge IT Division is seeking to contract with a vendor to provide all labor, equipment, materials and supplies needed for the installation of a camera, microphone and sound systems, as needed, to accommodate the various room sizes. All equipment must be new and must be industry recognized brand-name gear. The work requires integration of existing projection systems and desktop computers running Windows 10 with a virtual meeting solution at the following three conference room sites:

1. “City Hall Lobby Conference Room” located at City Hall at 7500 W. 29th Avenue, Wheat Ridge, CO 80033
 - a. Dimension of Room = length = 34’ X Width 17’ X Height 8’
2. “City Hall 2nd Floor Conference Room” located at City Hall at 7500 W. 29th Avenue, Wheat Ridge, CO 80033
 - a. Dimension of Room = length = 23’ X Width 17’ X Height 8’
3. “Parks & Recreation Conference Room” located at Parks and Recreation at 4005 Kipling Street, Wheat Ridge, CO 80033
 - a. Dimension of Room = length = 27’ X Width 14’ X Height 8’

II. SPECIFICATIONS and STATEMENT OF WORK

- All work will be conducted during normal business hours, 7:30 AM to 5:30 PM, Monday through Friday.
 - Daily COVID-19 JotForm check in process, proper personal protective equipment and temperature check self-certification are requirements, as well as wearing masks and practicing safe social distancing.
 - Budget of \$30,000
1. Installation and connection of three separate microphone array and amps or other gear to a networked desktop computer
 - i. Mounting of microphone array
 2. Installation and connection of three camera to a networked desktop computer
 - i. Mounting of camera

3. Installation and connection of three speakers/amps or other gear to a networked desktop computer
4. Installation and connection of one ceiling mounted projection system (Epson 5530u or comparable) for the Recreation Center conference room.
5. Installation of one hidden ceiling mounted projection screen for the Recreation Center conference room.
 - a. Toggle switch installed for operation of hidden projector screen.
6. Installation of power surge suppression for all equipment installed.
7. Installation of any necessary cabling and connectors.
8. Installation of any 120V AC power that may be needed.
9. Installation of any low voltage power that may be needed.
10. Provided physical and logical As-Builts in AutoCAD and PDF formats.
11. 1 year warranty on workmanship and installation.
12. All equipment must be installed by November 20, 2020, or sooner.

III. **BID SUBMISSION**

A. **Bid Submission**

Submit by email to: **BIDS@ci.wheatridge.co.us**

Bid shall be marked: RFB-20-19, (Insert Company Name) VIRTUAL AV MEETING SPACES X 3

BID DUE DATE: TUESDAY, OCTOBER 13, 2020, BY 1:00 PM OUR CLOCK.

IV. **EVALUATION AND AWARD**

- A. After evaluating all bids received, the City will award to the most responsive and responsible low bidder whose bid meets the requirements and criteria set forth, establishes the ability of the bidder to provide expert experience and service, and conveys the willingness of the bidder to comply with City purchase order terms and conditions (available on our website). Do not qualify your bid nor alter the bid format.
- B. The following is a partial list of criteria that may be used in determining the award:
 - Adequate maintenance and service experience
 - Delivery and/or completion time
 - Guarantees and warranties
 - References and reputation of the firm
 - Experience with same or similar industry recognized brand-name equipment or service
- C. The City reserves the right to base its evaluation on the “should-cost” analysis to reflect the real costs to the City arising out of or incidental to the award. Bidding firms should therefore avoid unbalanced pricing and other cost presentation tactics that attempt to understate, conceal, or distort real costs or otherwise take advantage of a mere formula-oriented, non-judgmental type of cost or price analysis. The City shall look to substance more than format, and shall perform its cost and price evaluation on the basis of probable real costs.

V. **ANTICIPATED SCHEDULE OF EVENTS**

All times are local and by our clock.

Event	Anticipated Date
RFB Issued	September 15, 2020
Recommended Walk-Through of City Hall	September 21, 2020 at 1:00 PM

and the WR Recreation Center	Beginning at City Hall, 7500 W. 29 th Ave., Wheat Ridge, CO 80033
Inquiry Deadline	Noon, September 25, 2020
Final Addendum Issued	September 30, 2020
Bid Due Date and Time	October 13, 2020 by 1:00 PM with a virtual bid opening at 2:00 PM
Completion Date	November 20, 2020 or sooner

VI. TERMS AND CONDITIONS

- A. Term: The removal of existing equipment and installation of the new equipment shall be completed by November 20, 2020.
- B. Payment: Payments will be made within thirty (30) days of receipt of approved delivery and invoice. Financial obligations of the City are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available..
- C. Modification or Changes: All modifications to terms, conditions, scope or pricing must be in writing and signed by both parties prior to award of a contract.
- D. New Items and Warranties: All items must be new product (not used, remanufactured, refurbished, rebuilt, reconditioned, etc.) and are not to contain components that are not newly manufactured unless specifically stated otherwise in the bid specifications. Bidder warrants that all installation services will be done professionally using industry best practices, and will be free from defects. Any breach of warranty will be at the bidder's expense and at the discretion of the City.
- E. Assignment / Subcontract: No portion of this bid may be assigned or subcontracted without the prior, written approval of the City.
- F. Bid Results: Project status—including bid results—are posted on the City of Wheat Ridge website, www.ci.wheatridge.co.us . Click on the Bids and Proposals tab.
- G. Low-Tie Bids: Low-tie bids shall be decided in accordance with the provision of C.R.S. Section 24-103-202.5 as it currently exists or is hereafter amended, which gives a preference to resident bidders. Any bidder who wishes to be considered a "resident bidder" for purposes of the tie-bid procedure provided in the above-referenced Section shall include with his bid proof that he meets the definition of "resident bidder" as set forth in either C.R.S. Section 24-103-111 (6) (a) or (b).
- H. Vendor Offset: No award will be issued to any person, firm, or corporation that is in arrears to the City upon debt or contract, that is a defaulter—as surety or otherwise—upon any obligation to the City, or that is deemed irresponsible or unreliable by the City. If requested, bidders shall be required to submit satisfactory evidence that they have a practical knowledge of the particular good or service bid upon, and that they have the necessary financial resources to provide the proposed good or service as described in the specifications.
- I. Termination for Cause: If the successful bidder shall fail to fulfill in a timely and proper manner its obligations, or violate any of the covenants, agreements, or stipulations of the award, the City shall have the right to terminate the agreement by giving written notice to the bidder of such termination. All completed or unfinished work, reports, materials, documents, and anything relating to the project shall become property of the City. The bidder shall not be relieved of liability to the City for any damages sustained by virtue of the breach. The City may withhold payments until the cost of damage(s) is assessed.

- J. Cancellation / Remedies: The City reserves the right to cancel any order resulting from this RFB with a fifteen (15) day written notice, if the vendor has failed to comply with the terms specified and has been notified in writing of three (3) such failures, and has failed to remedy the problem after each written notification. In the event of cancellation based on lack of contract compliance, the City will not be subject to any early termination or cancellation charges.
- K. Termination for Convenience: The City may terminate the award at any time by giving written notice to the successful vendor of such termination and specifying the effective date at least thirty (30) working days prior to the effective date of such termination. In that event, all finished or unfinished services, reports, or materials prepared or furnished by the successful bidder under the award shall—at the option of the City—become its property.
- L. Indemnification: The bidder agrees to indemnify, defend and to hold the City and its agents, officials, officers and employees harmless for, from, and against any and all claims, suits, expenses, damages, or other liabilities including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property, or sustained by any person or persons to the extent caused by the negligent performance or failure of the bidder to provide services pursuant to the terms of this agreement.

VII. INSTRUCTIONS TO BIDDERS

- A. Bids will only be accepted on the forms provided herein. Do not re-type or reformat forms. Provide all requested information and authorized signature in ink.
- B. Bid unit prices and extended amounts when called for. In case of mathematical error in extensions, the unit price will prevail. If unable to bid, indicate “NO BID” in space provided.
- C. **Do not submit an alternate or optional bid unless requested to do so.** If a vendor submits more than one (1) bid, all bids from said vendor will be deemed non-responsive and, therefore disqualified. This includes single bids that offer more than one price for a given item.
- D. All changes or modifications (adds, deletes, additional information etc.) shall be distributed through written addenda posted to the City website and may be provided directly to known interested bidders. Verbal responses to vendor questions will not be considered. www.ci.wheatridge.co.us
- E. A bid with missing or inconsistent information may be considered non-responsive, and as such may not be evaluated. Do not qualify your bid or alter the bid format.
- F. The bid price shall be exclusive of any Federal, State, or City taxes. Tax exempt numbers are as follows:
 - Federal: 84-0595832
 - State: 98-03515
 - City: 70000Tax exemption certificates may be issued upon request.
- G. All bids must be F.O.B. destination—freight prepaid—unless otherwise directed.
- H. **SUBMIT TO BIDS@ci.wheatridge.co.us**
- I. Submit your bid no later than TUESDAY, October 13, 2020, by 1:00 P.M. local time Bids will be validated with time and date upon receipt.

J. VENDOR REQUIREMENTS: Bids must be submitted with the following:

1. Signed Bidder Information Form, acknowledging vendor review of addenda. Check the City's website, www.ci.wheatridge.co.us, to confirm the number of addenda issued.
2. Acknowledgement of warranties, providing information regarding labor and parts warranties, if applicable.
3. Provide **pricing**, per Attachment A, Specifications and Price List. Pricing shall remain firm for one year from the award date. Bid shall be valid for sixty (60) calendar days after the bid opening date. Bids shall not be withdrawn after bid due date.
4. Additional information relating to this bid—such as detailed specifications for equals, standard agreement, brochures, etc. may also be submitted with your bid.
5. Provide at least three (3) references relating to work similar in nature and size. Include client contact name, email and telephone number, as well as a detail of the service or product your firm provided.
6. In a cover letter, address guarantee of response time and service that is reasonable and responsive of the critical daily operation of the City.
7. Provide a statement assuring your ability and intent to provide a certificate of **insurance** for general liability, workers compensation, and automobile insurance as prescribed by City and State requirements and outlined in bid documents. Proof of insurance will be required at the time of project award.



RFB-20-19
VIRTUAL AV MEETING SPACES x3

BIDDER INFORMATION AND ADDENDA ACKNOWLEDGMENT FORM

FEIN / SSN (Required) _____
Federal ID number Duns number

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

PHONE _____ FAX _____

AUTHORIZED SIGNATURE _____
REQUIRED Ink or Digital

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, CPPB, Purchasing Agent jnellis@ci.wheatridge.co.us

DO NOT CONTACT THE REQUESTING DEPARTMENT

Signature acknowledges that proposer:

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

Do not submit more than one bid from your firm, or both/all bids will be disqualified.

Bidder must complete and SUBMIT this form with 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: _____
(full legal name)

Authorized Signature: _____

Printed Name: _____

Attestation: (a corporate attestation is required)

BY: _____
(Corporate secretary, or equivalent)

Place Corporate seal here, if applicable

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

CITY OF WHEAT RIDGE, CO
NON-DISCRIMINATION ASSURANCE FORM
TITLE VI REGULATIONS AT 49 CFR PART 21

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color or national origin by any entity receiving Federal financial assistance.

The City of Wheat Ridge is a recipient of Federal financial assistance and as such, it—as well as all of its responsible agents, contractors and consultants—is required by the United States Department of Transportation Title VI Regulations at 49 CFR Part 21 (the Regulations) to assure nondiscrimination. The City of Wheat Ridge assures that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, or national origin under any program or activity conducted by the City.

All bidders are hereby notified that the City of Wheat Ridge will affirmatively ensure that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. This applies to all solicitations for bids for work or material subject to the Regulations, and for all proposals for negotiated agreements.

The bidder, whose name and signature appear below, certifies and agrees as follows:

1. The bidder shall comply with the provisions of Title VI of the Civil Rights Act of 1964.
2. The bidder assures the City of Wheat Ridge that disadvantaged business enterprises are afforded full opportunity to submit bids as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color or national origin in consideration for award.
3. The bidder shall comply with all reasonable requests made in the course of an investigation of Title VI, the Regulations and this assurance by the Colorado Department of Transportation, the US Department of Transportation or the City of Wheat Ridge, as a sub-recipient of Federal financial assistance.
4. The bidder agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, the Regulations and this assurance.

FIRM: _____
(Print full legal name of company)

AUTHORIZED SIGNATURE: _____

Printed Name and Title: _____

Date Certified and Agreed: _____

Attestation: (A corporate attestation is required)

Place corporate seal below:

BY: _____
Corporate Secretary or Equivalent

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

CITY OF WHEAT RIDGE, CO
NON-COLLUSION AFFIDAVIT

COMPANY SUBMITTING BID: _____

STATE OF: _____

COUNTY OF: _____

_____ of lawful age, being duly sworn, on oath says that (s)he is the agent authorized by the Bidder to submit the attached bid. Affidavit further states that the Bidder has not been a party of any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or any Federal, State or Municipal official or employees as to quantity, quality, or price in the prospective Contract, or any other items of said prospective Contract; or in any discussions between bidders and any Federal, State or Municipal official concerning exchange of money or other thing of value for special consideration in the letting of a Contract.

NAME _____

TITLE _____

Subscribed and sworn to before me this ____ day of _____, 2020

NOTARY PUBLIC SIGNATURE

My Commission Expires:

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

CITY OF WHEAT RIDGE, CO

VENDOR QUALIFICATION FORM

The following information is considered the minimum required to evaluate the qualifications of vendors intending to provide services for the City of Wheat Ridge. Any additional information the vendor feels is pertinent, or which clarifies items below, is welcome and may be attached.

The City will contact previous clients and references as a part of the evaluation process; thus, letters of reference may shorten the evaluation period, if they are attached to this form.

1. **Name of firm:** _____

Address: _____

State: _____ Zip: _____ Phone: _____

Principal in Charge: _____

Email: _____

Type of business organization:

Sole Proprietorship _____ Corporation _____

Partnership _____ Limited Partnership _____

State in which incorporated: _____ Joint Venture _____

Name, position, and address of contact person regarding the information on this form:

Number of years your firm has done business under current name: _____

Previous firm names and / or partnerships (or firms you have had any interest in), and number of years of each name:

2. **Attach a list of all major projects in which you have been involved during the past two (2) years.**

For each project indicate the following:

- Original contract bid amount
- Owner (address, telephone number, and contact name)
- Project description

- Litigation or claims related to each project—state nature of claim(s), the parties, the dollar value, the status and outcome—including the value of any judgment(s) or settlement(s)
- Name, address, and phone number(s) of reference(s)

3. **List major equipment, facilities, number and type of employees available for City contract work. Specify type of work normally done by your forces, and type of work you normally subcontract.**

4. **Have you ever terminated or abandoned any work prior to completion, or had work completed by others?**

No Yes

If yes, describe the situation:

5. **Has your firm—or any firm you have had any interest in—ever been debarred or prohibited from contract work with any government or private institution?**

No Yes

If yes, describe the situation:

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

No Yes

If yes, describe the situation:

City Staff will evaluate all qualification forms. The evaluation will include the following:

- Verification of statements and information provided
- Ability to perform work of similar nature
- Financial stability and capability
- Any pattern of controversy, poor management, delayed claims, late completion, inferior service or equipment, or other undesirable characteristics

This qualification process is not intended to restrict competition. The intent is to protect the City's legitimate interests by ensuring that vendors are competent, capable of quality work, and financially able to complete the work awarded.

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.



**RFB-20-19
VIRTUAL AV MEETING SPACES X 3
SERVICES AGREEMENT**

SAMPLE

THIS AGREEMENT made this _____ day of _____ **2020**, by and between the City of Wheat Ridge, Colorado, hereinafter referred to as the “City” or “Owner” and _____, _____, hereinafter referred to as the “Contractor”.

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

ARTICLE 1 – SERVICES

The Contractor has demonstrated their ability to perform services and provide products. Contractor shall provide at a minimum all of the specific services required per **RFB-20-19**, Virtual AV Meeting Spaces x 3, and the vendor’s bid (Exhibit I) attached hereto and incorporated herein by reference.

ARTICLE 2 – TERM

This Agreement shall commence after receipt of a fully executed copy of this Agreement to the extent that the Contractor has been authorized to proceed by the City. The work is expected to be completed by November 20, 2020.

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 labor, new brand-name equipment, materials and supplies services provided and the Contractor shall accept a Not to Exceed amount of _____, \$_____ as full payment for same.

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

- B. Funding
There is in effect within the City of Wheat Ridge, Colorado, a provision of the City’s Code of Laws which limits the amount for which the City shall be liable to the amount expressly appropriated by

the City Council, either through budgeted appropriation, or contract or bid award. The Consultant is specifically advised of the provisions of this portion of the Code of Laws of the City of Wheat Ridge, which was enacted pursuant to Ordinance 787, Series of 1989, and expressly incorporated herein. This contract is specifically subject to the provisions of said Ordinance and adopted Code Section.

ARTICLE 4 – INDEPENDENT CONTRACTOR

In performing the work under this Agreement, the Contractor acts as an independent Contractor and is solely responsible for necessary and adequate worker’s compensation insurance, person injury and property damage insurance, as well as errors and omissions insurance. The Contractor, as an independent Contractor, is obligated to pay federal and state income tax on monies earned. The personnel employed by the Contractor are not and shall not become employees, agents or servants of the City because of the performance of any work by this agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City will have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 5 – INSURANCE

In accordance with Article 4 above, the Contractor shall furnish a certificate of insurance upon notification of award and prior to performance. Work shall not commence under this Agreement until the Contractor has submitted to the City and received approval thereof, a certificate of Insurance showing compliance with the following minimum types and coverage of insurance.

INSURANCE	MINIMUM LIMIT
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 Premises-Operations; Independent Contractor’s Protective; Broad Form Property Damage and Contractual Liability):	
Bodily Injury	\$1 million per occurrence \$2 million aggregate

Property Damage	\$1 million per occurrence \$2 million aggregate
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Comprehensive Automotive Liability
(Owned, hired and non-owned vehicles)

Bodily Injury	\$2 million per occurrence
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Property Damage	\$2 million per occurrence
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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.

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

ARTICLE 6 – INDEMNIFICATION

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

ARTICLE 7 – CHANGE ORDERS OR EXTENSIONS

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

ARTICLE 8 – EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees and shall ensure that employees are treated equally during employment, without regard to their age, race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered

by this Agreement so that such provisions will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 9 – CHARTER, LAWS AND ORDINANCES

The Contractor at all times during the performance of this Agreement, agrees to strictly adhere to all applicable Federal, State and local laws, rules, regulations, and ordinances that affect or govern the work as contemplated under this Agreement.

ARTICLE 10 – LAW AND VENUE

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this contract is with the District Court of Jefferson County, Colorado.

ARTICLE 11 – TERMINATION

The Contractor acknowledges that his failure to accomplish the work as described shall be considered a material breach of the contract and entitle the City to consequential damages resulting from failures, acts, or omissions including but not limited to re-procurement costs, insufficient or improper work.

The City and the Contractor agree that this Agreement may be canceled for cause, by either party with a fifteen (15) day prior written notice. The cost of completing the portion of the work which remains unperformed at the time of such termination shall be deducted from the contract price before payment is made.

The City may terminate the Agreement for its convenience upon thirty (30) days written notice. In the event of such termination, the consultant will be paid for all work and expenses incurred up until the time of such termination.

All work accomplished by the Contractor prior to the date of such termination, shall be recorded and tangible equipment and installed work shall be transferred to and become the sole property of the City, prior to payment for services rendered.

ARTICLE 12 – NOTICES

City Contact:	Contractor Contact:
Mike Steinke	Vendor contact name
IT Manager, Wheat Ridge IT Division.	Vendor
7500 W. 29 th Ave.	Address
Wheat Ridge, CO 80033	City, State, Zip
msteinke@ci.wheatridge.co.us	Vendor email address
Phone: 303-235-2824	Phone:

ARTICLE 13 – ASSIGNMENT AND SUB-CONTRACTORS

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 sub-contractors permitted by the City shall be subject to the requirements of this Agreement, and the Contractor is responsible for all subcontracting arrangements and the delivery of services as set forth in this Agreement. The Contractor shall be responsible for the performance of any sub-contractor.

ARTICLE 14 – SEVERABILITY

To the extent that the Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

ARTICLE 15 – INTEGRATION OF UNDERSTANDINGS

This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force and effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in writing and signed by an authorized representative of the City and the Contractor.

ARTICLE 16 – PROHIBITION ON EMPLOYING OR CONTRACTING WITH ILLEGAL ALIENS

- A. The Contractor hereby certifies that at the time of executing this Agreement it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that it will participate in either the E-Verify Program or Department Program as those terms are defined in C.R.S. §§ 8-17.5-101(3.7) and (3.3), respectively, (the “Programs”) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform the work under this Agreement or enter into a contract with a sub-contractor that fails to certify to the Contractor that the sub-contractor 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 sub-contractor performing the work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required

to: (a) notify the sub-contractor and the City within three (3) days that the Contractor has actual knowledge that the sub-contractor is knowingly employing or contracting with an illegal alien; and (b) terminate the subcontract with the sub-contractor if within three (3) days of receiving the notice, required pursuant to C.R.S. § 8-17.5-102(2)(III)(A), the sub-contractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the sub-contractor if during such three (3) days the sub-contractor provides information to establish that the sub-contractor 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 which shall be deemed an original on the day and year first written above.

OWNER

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

CONTRACTOR

**COMPANY
ADDRESS
CITY, STATE, ZIP
PHONE**

PATRICK GOFF, CITY MANAGER

AUTHORIZED SIGNATURE

ATTEST TO CONTRACTOR:

PRINT NAME

PRINT NAME

TITLE

TITLE

DATE

DATE