



**REQUEST FOR BIDS**

**RFB-21-08**

**BID DUE DATE: TUESDAY, JUNE 22, 2021  
BY 1:00 P.M. OUR CLOCK**

**POOL HEATER REPLACEMENT PROJECT**

**RECOMMENDED-OPTIONAL ON-SITE PRE-BID MEETING:  
THURSDAY, MAY 27, 2021 AT 9 A.M.  
at the Wheat Ridge Recreation Center**

**SUBMIT BIDS TO:**

**BIDS@ci.wheatridge.co.us**  
City of Wheat Ridge  
Jennifer Nellis, CPPB  
Purchasing & Contracting Division

**DOCUMENTS PREPARED BY:  
PARKS & RECREATION DEPARTMENT  
PURCHASING & CONTRACTING DIVISION**

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

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

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**ADVERTISEMENT FOR BIDS  
RFB-21-08  
POOL HEATER REPLACEMENT PROJECT**

**Bid Due Date: TUESDAY, JUNE 22, 2021, BY 1:00 P.M. OUR CLOCK**

**Project Overview:** The City of Wheat Ridge Aquatics Division is seeking to replace pool heaters in our inside lap and leisure pools at the Wheat Ridge Recreation Center. Award includes labor, materials, equipment and supplies to remove and replace two units, and to dispose of existing equipment. Work must be done on a prescribed schedule beginning August 16 and completed by August 27, 2021.

**Recommended/Optional On-Site Pre-Bid Meeting:** Scheduled for THURSDAY, MAY 27, 2021, 9:00 a.m. at the Wheat Ridge Recreation Center, 4005 Kipling St., Wheat Ridge, CO 80033

**Minimum Requirements:** Awarded firm must obtain a valid City Business/Use Tax license prior to doing business in the City of Wheat Ridge. This service requires compliance with the Illegal Alien Provisions of CRS8-17.5-101 and Title IV Regulations at 49 CFR Part 21 (non-discrimination assurance).

**Deadline for Questions: MONDAY, JUNE 11, 2021, Send email to [jnellis@ci.wheatridge.co.us](mailto:jnellis@ci.wheatridge.co.us)**

**Bid Bond:** A 5% bid bond is required to be submitted with the bid.

**Submit Electronic bids to: BIDS@ci.wheatridge.co.us**

**Bid Submittal File Name:** (Company Name) RFB-21-08 Pool Heater Replacement Project

**Comments:** Late bids will not be considered. All bids shall be validated upon receipt. The City of Wheat Ridge reserves the right to reject any and all bids—or any part—and to waive any formalities or informalities to make an award in the best interest of the City.

**Bid Documents:** Bid opportunities, addenda, and project updates are posted on the Rocky Mountain e-Purchasing System (RMEPS, a.k.a. Bidnet), [www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com) and on the City's website, [www.ci.wheatridge.co.us](http://www.ci.wheatridge.co.us).

**Point of Contact:** Jennifer Nellis, Purchasing Agent, [jnellis@ci.wheatridge.co.us](mailto:jnellis@ci.wheatridge.co.us), phone 303-235-2811. Do not contact the requesting department.

*//:Jennifer Nellis*

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Jennifer Nellis, Purchasing Agent

**Publish Dates:**

Daily Journal: May 17 and 24, 2021

RMEPS and City website: May 17, 2021

**CITY OF WHEAT RIDGE**  
**RFB-21-08**  
**POOL HEATER REPLACEMENT PROJECT**

**I. INTRODUCTION**

**A. General**

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

**B. Background**

The Wheat Ridge Recreation Center (located at 4005 Kipling St. in Wheat Ridge, Colorado) leisure and lap pools are used year-round and are due for replacement of pool heater equipment.

**C. Objectives**

The purpose of this Request for Bid is to contract with a qualified individual or firm to provide and install pool heaters for the Rec Center lap and leisure pools.

**II. SPECIFICATIONS/ STATEMENT OF WORK**

**A.** The actual services to be performed will be determined by the City to include labor, materials, equipment and supplies to replace existing Lockinvar equipment as described below:

Replace Lockinvar High-efficiency Pool Heaters in both leisure and lap pools.

- The leisure pool is 78,553 Gallon with a GPM of 1053.  
Replace Lochinvar Copper Fin II CPN0652 with a Raypak Xthem P 1005A 999000 BTU (preferred) or a Lochinvar Copper Fin II CPN0652 unit. No other brands/models will be considered equal.
- Lap pool is 278,000 Gallon with a GPM of 1498.  
Replace Lochinvar Copper Fin II CPN0752 with a Raypak Xthem P-1005A 999000 BTU (preferred) or a Lochinvar Copper Fin II CPN0752 unit. No other brands/models will be considered equal.

Installation must be inspected and approved by the Colorado Division of Oil and Public Safety AND the Wheat Ridge building inspectors.

Work must be completed between August 14 and August 27, 2021.

Contractor is responsible for proper disposal of the removed heaters.

Manufacturer equipment warranty described in detail.  
Installation guarantee.

**III. BID SUBMISSION**

**A. Bid Submission: [BIDS@ci.wheatridge.co.us](mailto:BIDS@ci.wheatridge.co.us)**

**Bid Submittal File Name: (Company Name), RFB-21-08 POOL HEATER REPLACEMENT PROJECT**

**BID DUE DATE: TUESDAY, JUNE 22, 2021, BY 1:00 P.M. OUR CLOCK. NO EXCEPTIONS.**

**IV. EVALUATION AND AWARD**

- A. After thoroughly evaluating all bids received, the City will award to the lowest and/or most responsive and responsible bidder(s) whose bid meets the requirements and criteria set forth, establishes the ability of the bidder to provide quality goods and service, and acceptance of the City's project specific agreement, insurance and bond requirements and/or purchase order terms and conditions (available on our website). Award will be based on the item-by-item bid amount provided by the bidder on the Bid Price Sheet. Do not qualify your bid nor alter the bid format.
  
- B. The following is a partial list of criteria that may be used in determining the award:
  - Superior quality and adherence to specifications
  - Adequate maintenance and service
  - Delivery and/or completion time
  - Guarantees and warranties
  - Firm reputation
  - Experience with same or similar equipment or service
  - Anticipated future cost
  
- 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.

<b>Event</b>	<b>Anticipated Date</b>
RFB Issued	May 17, 2021
Optional / Recommended Pre-Bid Site-Visit	May 27, 2021 at 9:00 AM our clock, at the Wheat Ridge Recreation Center
Inquiry Deadline	June 11, 2021
Final Addendum Issued	June 16, 2021
Bid Due Date and Time	June 22, 2021
Start Date	August 14, 2021
Completion Date	August 27, 2021

**VI. TERMS AND CONDITIONS**

- **Delivery Address:**  
Recreation Center: 4005 Kipling Street, Wheat Ridge, CO 80033

- **Payment:** Payments will be made within thirty (30) days of receipt of approved delivery and invoice. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- **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.
- **New Items and Warranties:** All items must be new product (not used, remanufactured, refurbished, rebuilt, reconditioned, etc.) and are not to contain components that are not newly manufactured unless specifically stated otherwise in the bid specifications. Product shall be in original container with new product warranty. Bidder warrants all goods and services will meet or exceed applicable drawings, specifications, samples, and/or other descriptions given to the City, and will be free from defects. Any breach of warranty will be at the bidder's expense and at the discretion of the City. Warranty shall include proper installation of new equipment.
- **Assignment / Subcontract:** No portion of this bid may be assigned or subcontracted without the prior, written approval of the City.
- **Equals:** The City makes the sole determination whether or not a similar product is deemed "equal."
- **Bid Results:** Project status—including bid results—are posted on the City of Wheat Ridge website, [www.ci.wheatridge.co.us](http://www.ci.wheatridge.co.us). Click on the Bids and Proposals tab.
- **Funding:** There is in effect within the City of Wheat Ridge, Colorado, Section 2-4 of the City's Code of Laws, which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council—either through budgeted appropriation, or by contract or bid award. The Contractor is specifically advised of this Section 2-4 of the Code of Laws. The contract resulting from the bid award is specifically subject to the provisions of said Code Section. Funding of the contract for any time period after January 1<sup>st</sup> of the year succeeding the original contract date is expressly contingent upon appropriations being made by the Wheat Ridge City Council. No promise—expressed or implied—is made that such funding will be approved by the City Council, acting in its legislative discretion.
- **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).
- **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.
- **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.

- **Cancellation / Remedies:** The City reserves the right to cancel any order resulting from this RFB with a sixty (60) day written notice, if the vendor has failed to comply with the terms specified and has been notified in writing of three (3) such failures, and has failed to remedy the problem after each written notification. In the event of cancellation based on lack of contract compliance, the City will not be subject to any early termination or cancellation charges.
- **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.
- **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.
- **General Warranty:** The Contractor shall guarantee the work against defective materials or workmanship for a period of one (1) year from the final completion date. Upon discovery of any defects including any damage to other work resulting, repair and replacement that is required, in the opinion of the City, shall be done immediately by the Contractor at the Contractor's expense. Should the Contractor fail to repair such defective material and/or workmanship, or to make replacement within five (5) days after written notice by the City, it is agreed that the City shall make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor.
- **Insurance:** The Contractor shall maintain general liability and property damage insurance (the "Liability Policy") to protect the Contractor and the City from any and all claims for damages including but not limited to claims for property damage and bodily injury, including death, which may arise from operations under this Contract, including the operations of subcontractors. The Liability Policy shall state that it is the primary insurance for such claims and shall not contain any "excess" or "other insurance" clauses which limit its application as the primary coverage for those claims. The Contractor shall be individually liable for any and all defects in the Liability Policy. The Liability Policy shall not be terminated or cancelled prior to the completion of this Contract without at least 30 days prior written notice to the City.

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

Comprehensive Automotive Liability

(Owned, hired and non-owned vehicles)

Bodily Injury \$2 million per occurrence

Property Damage \$2 million per occurrence

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.

Such insurance shall be without prejudice to coverage otherwise existing, and shall name as additional insured, the City of Wheat Ridge, its officers and employees.

Notwithstanding the naming of additional insured, the said policy shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. A certificate evidencing such insurance, together with the proper endorsement, shall be filed, subject to approval as to the adequacy of protection.

Fire and Standard Extended Coverage Insurance -- The Contractor shall insure the work for 100 percent (100%) of the replacement value thereof for the life of the Contract against all loss or damage covered by the Standard Extended Coverage Insurance endorsement, including theft, vandalism, and malicious mischief, with an insurance company or companies acceptable to the City. The amount of the insurance may vary with the extent of the work completed but shall at all times be at least equal to the replaceable value of the amount paid for the work and materials installed and delivered plus the replaceable value of the work or materials furnished or delivered, but not yet paid for by the City. The insurance policy or policies shall be held jointly in the name of the City and Contractor as their respective interest may appear.

The issue, if any, shall be made adjustable with and payable to the City as a trustee for whom it may concern. Any payments made under such policy shall insure to the benefit of the City to the extent of balance for replacement of the loss suffered. The policy of insurance shall provide that it shall not be terminated or be canceled prior to the completion of this Contract. The Contractor shall be responsible for all damage to the work under construction, whether from fire, water, high winds or other cause during construction and until final completion and acceptance, even though partial payments or progress payments have been made under the Contract.

Workers' Compensation Insurance -- The Contractor shall provide workers' compensation insurance coverage for all persons employed on the work to be done under the Contract and assure that all workers will receive the compensation for compensable injuries.

Certificates of Insurance shall be attached to the executed Contract Documents and shall become a part of the Contract. These Certificates shall include a provision that thirty (30) days prior to insurance cancellation, written notice shall be given to the City of Wheat Ridge.

Indemnification of City -- Contractor hereby indemnifies and agrees to hold the City and its representatives and agents harmless for and on account of any act or omission in the completion and execution of the project specified herein, which indemnification shall extend to and include any damage of whatever sort or description, suffered by any person or entity, and shall include compensatory, punitive or special damages; and Contractor agrees to defend City hereunder, at Contractor's sole expense and if he fails to do so, to thereafter indemnify City, in addition to the above indemnification, for all court costs and attorney fees incurred in any defense required to be undertaken by the City.

Notwithstanding the foregoing, nothing contained herein shall be deemed a waiver by the City of any of the protections afforded the City by virtue of the provisions of the Colorado Governmental Immunity Act (Colo. Rev. Stat. 24-10-101).



## **VII. INSTRUCTIONS TO BIDDERS**

- 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.
- 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.
- **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.
- All changes or modifications (adds, deletes, additional information etc.) shall be distributed through written addenda provided to all interested bidders. Verbal responses to vendor questions will not be considered.
- 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.
- 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 will be issued upon request.
- All bids must be F.O.B. destination—freight prepaid—unless otherwise directed.
- **Submit your bid** to [BIDS@ci.wheatridge.co.us](mailto:BIDS@ci.wheatridge.co.us)  
Bids submitted to any other location will be considered non-responsive.
- **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](http://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 throughout the effective period. Bid shall be valid for sixty (60) calendar days after the bid opening date. Bids shall not be withdrawn after bid due date.
  4. **Additional information** relating to this bid—such as detailed specifications for equals, standard agreement, brochures, etc. may also be submitted with your bid.
  5. Provide at least three (3) **references** relating to work similar in nature and size. Include client contact name, email and telephone number, as well as a detail of the service or product your firm provided.
  6. Address guaranty of **response time and service** that is reasonable and responsive of the critical daily operation of the City.
  7. Provide a statement assuring your ability and intent to provide a certificate of **insurance** for general liability, workers compensation, and automobile insurance as prescribed by City and State requirements and outlined in bid documents. Proof of insurance will be required at the time of project award.
  8. Complete all forms included here.
  9. Each Bid must be accompanied by a digital Bid Bond payable to the City for five percent (5%) of the total amount of the Bid. Securities may not be substituted for Bid Bonds.  
Attorneys-in-Fact who sign Bid Bonds must file with each Bond a certified and effective dated copy of their Power of Attorney.

Surety companies executing bid and performance bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the State of Colorado.



**RFB-21-08  
POOL HEATER REPLACEMENT PROJECT  
AGREEMENT**

**THIS AGREEMENT** made this **DATE** day of **MONTH, 2021**, by and between the City of Wheat Ridge, Colorado, hereinafter referred to as the “City” or “Owner” and **VENDOR**, a Colorado Corporation, located at **ADDRESS**, hereinafter referred to as the “Contractor.”

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

**ARTICLE 1 – SERVICES**

The Contractor shall serve as the City’s Contractor and provide as a minimum all of the services and products required for **RFB-21-08 POOL HEATER REPLACEMENT PROJECT**, the vendor’s, bid, and any agreed modifications.

**ARTICLE 2 – TERM**

The work to be performed under this Agreement shall commence upon Council approval, receipt of signed agreement and insurance compliance. Removal and installation work is to be completed within the period of August 14 and August 27, 2021.

**ARTICLE 3 - PAYMENT AND FEE SCHEDULE**

It is understood and agreed by and between the parties hereto, that the City shall pay the Contractor for services provided and the Contractor shall accept a total of **(WRITTEN DOLLAR AMOUNT), (\$ NUMERIC)** or a not-to-exceed amount of **DOLLAR AMOUNT** as full payment for such services.

The City hereby agrees to pay the Contractor the amounts required for additional work as deemed necessary at the unit prices set forth in the Contractor’s proposal, with a total contract amount not to exceed \_\_\_\_\_, in accordance to the provisions and subject to the conditions as set forth in this Agreement and the documents referred to above.

**ARTICLE 4 – INDEPENDENT CONTRACTOR**

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

otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**ARTICLE 5 – INSURANCE**

In accordance with Article 4 above, the Contractor shall furnish a certificate of insurance upon notification of award and prior to performance. Work shall not commence under this Agreement until the Contractor has submitted to the City and received approval thereof, a certificate of Insurance showing compliance with the following minimum types and 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
Comprehensive Automotive Liability (Owned, hired and non-owned vehicles)	
Bodily Injury	\$2 million per occurrence
Property Damage	\$2 million per occurrence

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 Bid, or if no provision exists, pursuant to the terms of the change order.

#### **ARTICLE 8 – EQUAL EMPLOYMENT OPPORTUNITY**

- A. The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees and shall ensure that employees are treated equally during employment, without regard to their age, race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

#### **ARTICLE 9 – CHARTER, LAWS AND ORDINANCES**

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

#### **ARTICLE 10 – LAW AND VENUE**

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

#### **ARTICLE 11 – TERMINATION**

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

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

- B. The City may terminate the agreement for its convenience upon thirty (30) days' written notice. In the event of such termination, the Contractor will be paid for all work and expenses incurred up until the time of such termination.
- C. All work accomplished by the Contractor prior to the date of such termination, shall be recorded and tangible work documents shall be transferred to and become the sole property of the City prior to payment for services rendered.

**ARTICLE 12 – NOTICES**

**Notice** or communication given pursuant to this Agreement shall be made in writing to:

<b>City Contact:</b>	<b>Contractor Contact:</b>
City contact name	Vendor contact name
Title, Department	Vendor
Address	Address
Wheat Ridge, CO 80033	City, State, Zip
City email address	Vendor email address
Phone:	Phone:
Fax:	Fax:

**ARTICLE 13 – ASSIGNMENT AND SUBCONTRACTORS**

The duties and obligations of the Contractor arising hereunder cannot be assigned, delegated, nor subcontracted except with the express written consent of the City. The subcontractors permitted by the City shall be subject to the requirements of this Agreement, and the Contractor is responsible for all subcontracting arrangements and the delivery of services as set forth in this agreement. The Contractor shall be responsible for the performance of any sub-contractor.

**ARTICLE 14 – SEVERABILITY**

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

**ARTICLE 15 – INTEGRATION OF UNDERSTANDINGS**

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

**ARTICLE 16 – AUTHORIZATION**

Each party represents and warrants that it has the power and ability to enter into this agreement, to grant the rights granted herein and to perform the duties and obligations described herein.

**IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) originals, each of which shall be deemed an original on the date first written above.

**ATTEST:**

\_\_\_\_\_  
STEVE KIRKPATRICK, 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 29<sup>TH</sup> AVENUE  
WHEAT RIDGE, CO 80033  
303-234-5900**

\_\_\_\_\_  
BUD STARKER, MAYOR

**CONTRACTOR**

**VENDOR**

**ADDRESS**

**ADDRESS**

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

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

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**DO NOT SUBMIT PREVIOUS TEXT PAGES**



RFB-21-08
POOL HEATER REPLACEMENT PROJECT

BIDDER INFORMATION AND ADDENDA ACKNOWLEDGMENT FORM

FEIN / SSN (Required) Federal ID number

COMPANY NAME DUNS #

ADDRESS

CITY STATE ZIPCODE

PHONE FAX

AUTHORIZED SIGNATURE REQUIRED—MUST BE IN INK

PRINTED NAME

TITLE EMAIL

PROPOSER IS RESPONSIBLE FOR FOLLOWING UP ON ALL ADDENDA

ACKNOWLEDGE ADDENDA: Proposer is responsible for confirming receipt of each addendum; please initial as applicable.

#1 #2 #3 #4

DOES YOUR FIRM ACCEPT VISA FOR PAYMENT WITHOUT ADDITIONAL FEES? Yes No

POINT OF CONTACT: Jennifer Nellis, Purchasing Agent, jnellis@ci.wheatridge.co.us 303-235-2811

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

Signature acknowledges that proposer:

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

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

Bidder must complete and SUBMIT this form with 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 \_\_\_\_\_, 2021

RFP NUMBER AND TITLE: \_\_\_\_\_

FIRM SUBMITTING PROPOSAL: \_\_\_\_\_  
(print full legal name)

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Attestation: (a corporate attestation is required)

BY: \_\_\_\_\_  
(Corporate secretary, or equivalent)

Place Corporate seal here, if applicable

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

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

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

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

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

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

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

FIRM: \_\_\_\_\_  
(Print full legal name of company)

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

Printed Name and Title: \_\_\_\_\_

Date Certified and Agreed: \_\_\_\_\_

Attestation: (A corporate attestation is required) Place corporate seal below:

BY: \_\_\_\_\_  
Corporate Secretary or Equivalent

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

**CITY OF WHEAT RIDGE, CO**  
**NON-COLLUSION AFFIDAVIT**

COMPANY SUBMITTING BID \_\_\_\_\_

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

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

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
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.**

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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:

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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:

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

No  Yes

If yes, describe the situation:

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

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

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

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

**ATTACHMENT A  
RFB-21-08  
POOL HEATER REPLACEMENT PROJECT**

**MINIMUM SPECIFICATIONS, PRICE LIST, AND CHECK LIST**

**SUBMIT ON THIS PAGE, OR ATTACH YOUR DETAILED PRICE LIST**

Replace Lockinvar High-efficiency Pool Heaters in both leisure and lap pools with NEW equipment.

- The leisure pool is 78,553 Gallon with a GPM of 1053.  
Replace Lochinvar Copper Fin II CPN0650 with a Rypak Xthem P 1005A 999000 BTU (preferred) or a Lochinvar Copper Fin II CPN0650 unit. No other brands/models will be considered equal.
- Lap pool is 278,000 Gallon with a GPM of 1498.  
Replace Lochinvar Copper Fin II CPN0750 with a Rypak Xthem P-1005A 999000 BTU (preferred) or a Lochinvar Copper Fin II CPN0750 unit. No other brands/models will be considered equal.

Installation must be inspected and approved by the Colorado Division of Oil and Public Safety AND the Wheat Ridge building inspectors.

BID PER THE SPECIFICATIONS-Designate Equipment Brand/Models quoted:

Lap Pool: \_\_\_\_\_

Leisure Pool: \_\_\_\_\_

Response time is critical. Work must be completely installed, functional, inspected and accepted in the period of August 14 to August 27, 2021. All applicable State of Colorado and Federal laws, City and County ordinances, licenses, permits, and regulations shall apply to this award and the duration of the agreement.

FOB Destination/Prepaid.

Equipment warranty and installation guarantee of \_\_\_\_\_ years or more. Please describe in detail.

Equipment Cost (includes materials, supplies and shipping) \$ \_\_\_\_\_

Labor / Profit and Overhead to remove and install equipment \$ \_\_\_\_\_

Proper Disposal of old Equipment \$ \_\_\_\_\_

TOTAL BID \$ \_\_\_\_\_

Written Amount of total bid: \_\_\_\_\_

\_\_\_\_\_