



City Of Glenwood Springs
Purchasing Department
101 West 8th Street
Glenwood Springs, CO 81601

INVITATION TO BID BD 2015-040 Re-Bid
COVER SHEET

Date: October 26, 2015
Bid number: BD 2015-040 Re-Bid
Bid title: **Plumbing Services**
Bids will be received until: November 23, 2015
4:00 p.m., local time
at 101 West 8th Street, Purchasing Department,
Glenwood Springs, Colorado 81601

Goods or services to be delivered to or performed at: Various City Departments and
Facility Locations

For additional information please contact Ricky Smith: 970-384-6445
Email Address: ricky.smith@cogs.us

Documents included in this package: Invitation to Bid Cover Sheet
Instruction to Bidders
Agreement
Notice of Award
Supplemental Conditions
Scope of Work
Bid Schedule
Addendum to Professional Services

If any of the documents listed above are missing from this package, they may be picked up at 101 West 8th Street, Purchasing Department, First Floor.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of thirty calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: _____ Fax: _____
Address: _____ City/State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone: _____
Authorized Representative's Signature: _____ Phone: _____
Printed Name: _____ Title: _____ Date: _____
Email Address: _____

INSTRUCTIONS TO BIDDERS

Bidders will observe the following instructions. These instructions are supplementary to the Instructions contained in the "Invitation to Bid" to which each Bidder shall also give particular attention in preparing his Bid.

CONTRACT DOCUMENTS

The following together comprise the Contract Documents and are hereby made a part and parcel thereof:

Invitation to Bid Cover Sheet
Instruction to Bidders
Agreement
Notice of Award
Supplemental Conditions
Scope of Work
Bid Schedule
Addendum to Professional Services

Wherever the word "Contract" appears, it shall be held to include all the foregoing.

No less than all of the part of the Contract Documents shall constitute the formal Contract.

QUALIFICATIONS OF BIDDERS

If the Invitation to Bid and/or Scope of Work requires the Bidder to demonstrate qualifications for the project, each Bidder must submit the required information according to the time frame specified in those sections of the Contract Documents. In addition to this, each Bidder must be prepared to submit, within five days of City's request, additional information such as proposed sub-contractors, schedules, equipment, personnel, references, etc., that may be requested by City in order to evaluate the qualifications of bidders to perform the work.

EXAMINATION OF CONTRACT DOCUMENTS

Before submitting his bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) familiarize himself with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work, (c) carefully correlate his observations with the requirements of the Contract Documents.

The submission of a Bid will constitute an indisputable representation by the Bidder that he has complied with every requirement of this Invitation to Bid.

CONTRACT TIME

This contract shall commence on the first calendar day of ***December, 2015***, unless otherwise stipulated on the Purchase Order or Notice of Award issued by the City. The contract shall remain in effect for twelve months. Notwithstanding, it shall be understood and agreed that any required warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

OPTION TO RENEW FOR FOUR YEARS (WITH PRICE ADJUSTMENT)

The prices or discounts quoted in this Solicitation shall prevail during the specified term of the contract, at which time the City shall have the option to renew the contract for an additional five one year periods. This option is a City prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the City. Unless otherwise notified in writing, the option period shall become automatic at the end of the original period. During the option period, the City will consider an adjustment to the pricing structure if the manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor/supplier by the manufacturer. The Vendor shall notify the City of such adjustments during the option period at least thirty calendar days prior to the effective date of the new price to be charged to the City. The City reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

NON-APPROPRIATION

Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the City Of Glenwood Springs as set forth herein after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on the first fiscal year for which funds are not appropriated. The City of Glenwood Springs shall give the Contractor written notice of such non-appropriation.

SUB-CONTRACTORS

The Supplementary Conditions require the identity of sub-contractors and/or suppliers to be submitted to City in advance of the Notice of Award, the apparent low Bidder, and any other Bidder so requested, will within seven days after the day of the Bid opening submit to City a list of all sub-contractors and suppliers. Such lists shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such sub-contractor, person and organization if requested by City. If City or Project Manager after due investigation has reasonable objection to any proposed sub-contractor, other person or organization, he may before giving the Notice of Award request the apparent low Bidder to submit an acceptable substitute. Any sub-contractor, other person or organization so listed and to whom City or Project Manager does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City and Project Manager.

Contractor shall not be required to employ any sub-contractor, other person or organization against whom he has reasonable objection.

SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Bid title and name and address of the Contractor and accompanied by other required documents.

BID SUBMITTALS

The following documents must be provided in each submitted bid: Invitation to Bid Cover Sheet, Issued Addendum, a list of three references for similar plumbing services, Bid Schedule, copies of insurance as required in Supplemental Conditions, Master Plumbing certifications, and an Addendum to Professional Services.

MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

OPENING OF BIDS

Bids will be opened as indicated in the Invitation to Bid.

BIDS TO REMAIN OPEN

All Bids shall remain open for ninety (90) days after the day of the Bid opening, but City may, in its sole discretion, release any Bid prior to that date.

AWARD OF CONTRACT

City reserves the right to reject any and all Bids and waive any and all informalities, and the right to disregard all nonconforming or conditional Bids or counter Bids.

City reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to City's satisfaction.

If a contract is to be awarded, it will be awarded to the lowest responsive, responsible bidder whose evaluation by City indicates to City that the award will be in the best interest of the City.

If the contract is to be awarded, City will give the apparent responsive, responsible Bidder a Notice of Award within sixty days after the day the Bid opening.

AGREEMENT

THE AGREEMENT, made this _____ day of _____, 2015 by and between the **City Of Glenwood Springs** herein called "OWNER" and _____, doing business as (an individual,) or (a partnership,) or (a corporation,) herein called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will provide Plumbing Services for the City of Glenwood Springs.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within ____ calendar days after the date of the NOTICE TO PROCEED and will complete the same within ____ calendar days, unless the period for the completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____ per hour, or as shown in the Bid schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - Invitation to Bid
 - Instructions to Bidders
 - Agreement
 - Notice of Award
 - Supplementary Conditions
 - Scope of Work
 - Vendor Information Form
 - Authorization Form
 - Addendum to Professional Services Agreement

SPECIFICATIONS prepared or issued by _____ dated _____

ADDENDA:

- No. _____ dated _____, 2015.
- No. _____ dated _____, 2015.
- No. _____ dated _____, 2015.

6. The OWNER will pay the CONTRACTOR in the manner and at such times as set forth in the Technical Specifications such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) counterparts, each of which shall be deemed an original on the date first above written.

(SEAL)

ATTEST:

Name _____
(Please type)

Title _____

OWNER:

City Of Glenwood Springs

By _____

Name Jeff Hecksel

Title City Manager

Address: 101 W. 8th St.
Glenwood Springs, CO 81601
Telephone: 970-384-6400

(SEAL)

ATTEST:

Name _____
(Please type)

Title _____

CONTRACTOR:

By _____

Name _____
(Please type)

Title _____

Address: _____

Telephone: _____

NOTICE OF AWARD

To: (Contractor) _____
(Address) _____
(City, State, Zip) _____

Project Description: _____

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Invitation to Bid dated _____ and Instruction to Bidders.

You are hereby notified that your BID has been accepted for services in the amount of \$_____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required certificates of Insurance within ten (10) days from the date of this Notice, or said OWNER will be entitled to consider all your rights arising out of said OWNER'S acceptance of your BID.

Dated this _____ day of _____, 2015.

City Of Glenwood Springs (Owner)

By _____

Title _____

Address _____

Telephone _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____,

this the _____ day of _____, 2015

By _____

Title _____

Telephone _____

SUPPLEMENTAL CONDITIONS

GENERAL DESCRIPTION OF WORK

Work under this contract shall include all Plumbing Services as defined in the Scope of Work. Services may be required at various City facility locations in the City of Glenwood Springs.

SUB-CONTRACTORS

The work shall be done under the personal supervision of the Contractor. No part of this contract or any interest therein shall be sub-let or transferred without the written consent of the City. No such written consent shall in any way whatsoever release the Contractor from any obligation, either to the City or to the persons employed by the sub-contractors. In all cases, the sub-contractors are to be considered merely as foreman, employed by the Contractor, and with other foremen employees of the Contractor, are subject to discharge. If the Contractor shall desire to sublet any portion of the work performed under this contract, he shall make written application to the City for permission to sublet. Such written application shall state the portion of the work to be so sublet, the name of the person to whom he proposes to sublet the work, the sub-contractors experience with similar projects, and the equipment and/or materials the sub-contractor will be using. The City is not to be understood as in any way assenting to the subletting of any portion of the contract unless his assent thereto is given in writing. By subletting any portion of this contract without written consent, the Contractor shall forfeit all right to any estimate of payment for the work done by such sub-contractor.

RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, light, heat, power (other than what is available at site as offered in this contract), transportation, superintendence, cleanup, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature necessary for the performance of the Contract.

COMMUNICATIONS

1. All notices, demands, requests, instructions, approvals, bids, and claims must be in writing.
2. Any notice to or demand upon the Contractor shall be sufficiently given if so delivered at the office of the Contractor stated on the Invitation to Bid Cover sheet (or at such other office as the Contractor may from time to time designate). The notice shall be in a sealed, postage prepaid envelope or delivered with charges prepaid to any legal delivery company transmission in each case addressed to such office.
3. All papers required to be delivered to the City shall, unless otherwise specified in writing to the Contractor, be delivered to the office of the City of Glenwood, Purchasing Department, 101 West 8th., Glenwood Springs, CO. 81601, and any notice to or demand upon the City shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any legal delivery company for transmission to said City at such address, or to such other representatives of the City or to such other address as the City may subsequently specify in writing to the Contractor for such purposes.
4. Any such notice shall be deemed to have been given as of the time of actual delivery of (in case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

MATERIALS

All materials employed in permanent construction shall be new, full weight, in first-class condition and suitable for space provided. All similar materials shall be of one manufacturer.

SALES AND USE TAX

The City of Glenwood Springs, Co. is a tax-exempt entity. The Prime Contractor must apply to the Colorado. Dept. of Revenue for a tax-exempt number using Form DR-172. The tax-exempt number of the City is 98-04162. It will be the responsibility of the Contractor to include appropriate sub-contractor and suppliers on the form.

INSURANCE REQUIREMENTS

INDEMNIFICATION: The successful Vendor shall indemnify and hold the City harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor’s contractual obligations as outlined in this Solicitation. The Vendor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon.

INSURANCE: The Vendor shall purchase and maintain at its own expense, insurance which is at least as broad, and with limits at least as great as outlined below:

General Liability

Policy form:	Occurrence
Policy Aggregate	\$ 2,000,000
Products/completed operations aggregate	2,000,000
Each occurrence limit	1,000,000
Personal & advertising injury limit	1,000,000
Products/completed operations Defense in excess of limits Per location / per job aggregate limit Blanket contractual Independent contractors Primary & non-contributory	
Show Waiver of Subrogation in favor of the City	
All locations / operations (if not, show city job/location specifically)	
Name the City as “Additional Insured”	

Automobile Liability:

Combined single limit:.....	\$ 1,000,000
Any auto	(or Hired & Non-owned, if you own no vehicles)
Show Waiver of Subrogation in favor of the City	
Primary & non-contributory	
Auto pollution liability	(IF you carry any hazardous cargo)
(If the Vendor is providing repairs to City vehicles on the Vendor’s property, the Vendor shall possess Garage Liability Insurance, covering premises, auto and completed operations)	
Name the City as “Additional Insured”	

Workers’ Compensation:

Workers Compensation benefits:	per Colorado Statute
Employers liability – limit per accident	\$ 100,000
Employers liability – limit per disease	100,000
Employers liability – disease aggregate	500,000
All owners/officers who will be on City property or job site must be covered	
Show Waiver of Subrogation in favor of the City	
Coverage must apply to workers in Colorado	

Insurance companies providing the coverages specified above must be authorized to do business under the laws of the State of Colorado and must be rated no less than “A-“ by A.M. Best Company. Issuance of a contract is contingent upon verification of all required coverage.

WORKMANSHIP

1. The Contractor shall employ only trained, competent and skillful workmen to perform the work. Whenever the Project Manager shall notify the Contractor in writing that, in his opinion, a workman on the job site is incompetent, disorderly or improperly performing the contract work, the Contractor shall forthwith remove such person and not employ such person on any part of the work without written consent of the Project Manager.

2. The City or Project Manager may stop any work or any part of the work performed by the Contractor if the methods or conditions are such that unsatisfactory work might result, or if improper materials or workmanship are being used. The work shall not resume until remedial action is taken by the Contractor and approval for resumption of work is given by the City or the Project Manager. The work stoppage period for improper work will not entitle the Contractor to additional compensation or an extension to the contract Time of Completion.

APPLICABLE SAFETY CODE AND SITE CONDITIONS

1. All work shall be in conformance with Applicable Safety Codes. Applicable safety Code shall mean the latest edition including and all amendments, revisions and additions thereto of the Federal Department of Labor, Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction", of the State of Colorado, Department of Labor and Employment, whichever is the more stringent for the applicable requirement.

2. Appropriate first aid facilities and supplies shall be kept at the work site, and the Contractor shall provide and maintain all measures as required by the State Industrial Commission.

3. The Contractor shall be solely responsible for safety on the project and shall designate a responsible member of his organization on the project whose duty shall be the prevention of accidents. This person shall have full authority to act on behalf of the Contractor.

LITIGATION

If any litigation from any claims, disputes or other matters in question arising out of or relating to this agreement, or the breach thereof, the successful party in the litigation shall be entitled to reasonable legal expenses as part of any judgment.

LIQUIDATED DAMAGES

N/A

SUPPLEMENTAL CONDITIONS PREVAIL

In the case of conflicting statements contained within these contract documents, the statements in the Supplemental Conditions shall prevail.

HOLIDAYS

The Contractor shall not work on legal holidays, Saturdays, Sundays or night time hours (before 7 am or after 6 pm) without permission from the Project Manager, and the Contractor shall be responsible for any additional costs incurred by the City due to such work

INSPECTION

The City will provide inspection of the contract work.

RESPONSE TO QUESTIONS

Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, in writing, via fax, email or U.S. mail, to *Ricky Smith, Purchasing Agent*, Purchasing Department, City of Glenwood Springs, 101 West 8th Street, Glenwood Springs, Colorado 81601, ricky.smith@cogs.us, fax number 970-945-4388. The vendor submitting the question shall be responsible for ensuring that the question is received by the Purchasing Agent at least seven calendar days prior to the scheduled opening of the Solicitation.

Any official interpretation of this Solicitation must be made by an agent of the City's Purchasing Department who is authorized to act on behalf of the City. The City shall not be responsible for interpretations offered by employees of the City who are not agents of the City's Purchasing Department.

FOR AWARD

This solicitation for bids may be canceled by the City of Glenwood Springs, and any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the City of Glenwood Springs. The City of Glenwood Springs reserves the right to reject any or all bids or accept what is, in its judgment, the best bid. If a contract is awarded, it will be awarded to the lowest responsible and responsive bidder, in accordance with Article 010.050 of the Municipal Code, whose bid is deemed by the City of Glenwood Springs to be in the best interests of the city.

LOCAL BUSINESS PREFERENCE

(a) Legislative intent. It is the intention of the City Council whenever possible to use, without significant additional cost to the taxpayers or ratepayers, local businesses and/or sub-contractors for construction services or procurement of goods and supplies (excluding sole source procurement [010.050.110], emergency procurements [010.050.120], small purchase procurement [010.050.130], used supplies procurement [010.050.140] or professional service procurement [010.050.150] and any procurement made with external funding source requirements that preclude application of local preference) in those instances when awarding contracts in the amount of twenty-five thousand dollars (\$25,000.00) or more, pursuant to competitive procurement (010.050.090), with City funds. The City Council intends to give local businesses an advantage in the bidding process so that monies received from such contracts will be spent by the employees of local businesses in the local economy. Local business preference may be used as one (1) factor in determining the award of a bid over twenty-five thousand dollars (\$25,000.00). This local preference will only be available to responsible and responsive bidders and/or sub-contractors that meet all applicable bid evaluation criteria.

(b) Definition of local business.

(1) When applied to construction contracts, *Local Business* shall mean a business and/or a sub-contractor individually applying for Local Business designation which meets the criteria in either Subsections a. and c. or Subsections b. and c. as listed below:

a. The business headquarters must be located and primarily doing business within a forty-five (45) mile radius of the intersection of 8th Street and Grand Avenue in Glenwood Springs. In the event the business is incorporated or otherwise registered, it must be incorporated or otherwise registered in Colorado.

b. At least seventy-five percent (75%) of the business work force, at the time of the application, must reside within a forty-five (45) mile radius of the intersection of 8th Street and Grand Avenue in Glenwood Springs.

c. The business shall have at least seventy-five percent (75%) of business vehicles registered at the time of the application, with the government agency having jurisdiction over areas within a forty-five (45) mile radius of the intersection of 8th Street and Grand Avenue in Glenwood Springs.

(2) When applied to procurement of goods, supplies, construction equipment and other vehicles, *Local Business* shall mean a business that is located and primarily doing business in the corporate limits of the City. In the event the business is incorporated or otherwise registered, it must be incorporated or otherwise registered in Colorado.

(c) Local Business Designation. Prior to submitting a bid, any business and/or sub-contractor wishing to obtain the Local Business Designation shall apply for such designation by submitting sufficient written documentation to the City Manager which supports a request for such designation. The owner of the business and/or sub-contractor seeking Local Business Designation shall submit a signed, sworn affidavit affirming the truthfulness of all information supplied to the City with the application for Local Business Designation. To receive Local Business Designation of any sub-contractor amounts included in its bid, a business must certify the accuracy of the contents of the sub-contractor's Local Business Designation application submitted pursuant to this Section. The City Manager may grant a Local Business Designation to a business and/or sub-contractor if such business

and/or sub-contractor has satisfied the criteria set forth in Subsection (b). In the event the City Manager does not grant a Local Business Designation upon request, such business and/or sub-contractor may appeal the decision by providing a written explanation of the basis of the appeal to the City Council within five (5) business days of receiving the City Manager's decision. A decision by a majority of the City Council present shall be made at the time of the award of the contract for which the appeal is made.

(d) Local Business preference. In the event that a determination is made that a submitted bid is from a responsible and responsive bidder and that the business submitting the bid and/or a sub-contractor included in the bid has a Local Business Designation, the bid comparison and award shall be made after taking any applicable local preference into consideration.

All portions of the submitted bid attributable to a Local Business shall be aggregated for application of the local preference as follows: if the aggregate Local Business portion of the submitted bid contract amount is equal to or less than Two Hundred Thousand Dollars (\$200,000.00), the Local Business preference will be five percent (5%); if the aggregate Local Business portion of the submitted bid contract amount is more than Two Hundred Thousand Dollars (\$200,000.00), the Local Business preference will be Ten Thousand Dollars (\$10,000.00) plus two and one-half percent (2.5%) of the aggregate Local Business portion in excess of Two Hundred Thousand Dollars (\$200,000.00); no Local Business preference, in any event, shall exceed One Hundred Thirty-Five Thousand Dollars (\$135,000.00). Determination of the lowest responsible and responsive bidder shall be made after any appropriate Local Business preference amount is applied to the submitted full bid contract amount.

(e) Notice. Every invitation for bid shall contain notification of this Section setting forth this Local Business preference and shall require a bidder to submit, at a time to be specified, the manner in which, if at all, such business and/or sub-contractor may qualify for Local Business Designation under this Local Business preference policy.

(f) Timing. No Local Business Designation shall be allowed unless such designation has been given in writing prior to the award of bid.

(g) Challenge. In the event any person wishes to challenge the Local Business Designation of a business and/or sub-contractor which has received such designation, such challenge shall be submitted in writing to the City Manager. The written documentation supporting such challenge must set forth, with specificity, the reasons supporting the allegation that the business and/or sub-contractor should not continue to receive the Local Business Designation. The City Manager, at his/her discretion, shall investigate such allegations and may seek the imposition of the remedies set forth in this Section.

(h) Civil penalty. In the event a business and/or sub-contractor has been given the Local Business Designation and the City Manager determines that such designation is erroneous, such business shall be penalized in the same monetary amount as the Local Business preference advantage which was applied to the bid from such business when it was awarded the contract. In addition, such business and sub-contractor shall be subject to debarment for a period of three (3) years in accordance with the provisions of Section 010.050.040.

(i) False affidavit. It shall be unlawful for any person to make a false statement in the affidavit or to provide false information supporting application for the Local Business Designation.

(j) Violations. In addition to the other remedies provided in Subsection (h) (Civil Penalty), any person violating Subsection (i) (False Affidavit) shall be deemed guilty, per occurrence, of a misdemeanor and, upon conviction of the same, shall be punished, per occurrence, in accordance with the provisions of Section 010.020.080 in the Municipal Court. Violations of any provision of Section 010.050.080 shall be deemed to be a strict liability offense as defined in Subsection 120.010.010. Culpable mental state is not required with respect to any material element of a violation of this Subsection.

Any Contractor, Sub-contractor or supplier wishing to obtain local business designation shall apply for such designation by submitting sufficient written documentation supporting such request to the City Manager no later than 5:00 p.m. (local time), November 18, 2015. Copies of the Local Business Preference Ordinance may be obtained by contacting the Purchasing Department, City Hall, 101 West 8th Street, Glenwood Springs, Colorado, 81601 (970-384-6445). Or view the Municipal Code online at: www.cogs.us

ACCIDENT PREVENTION

The Vendor shall be required to take safety precautions in an effort to protect persons and City property. All contractors and sub-contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the Vendor which is responsible for same. Barricades shall be provided by the Vendor when work is performed in areas traversed by persons or when deemed necessary by the City's Project Manager.

DEFICIENCIES IN WORK TO BE CORRECTED BY VENDOR

The successful Vendor shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents. All corrections shall be made within two calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Vendor by the City's Project Manager. The Vendor shall bear all costs of correcting such rejected work. If the Vendor fails to correct the work within the period specified in this Solicitation, the City reserves the right to place the Vendor in default of its contractual obligations, obtain the services of another vendor to correct the deficiencies, and charge the Vendor for these costs, either through a deduction from the final payment over to the Vendor or through invoicing.

HOURLY RATE DEFINED

The hourly rate quoted by the Vendor shall include full compensation for labor, equipment use, travel time, and any other costs incurred by the Vendor. This rate is assumed to be at straight-time for all labor.

CONTRACT TIME

This contract shall commence on the first calendar day of ***December, 2015***, unless otherwise stipulated on the Purchase Order or Notice of Award issued by the City. The contract shall remain in effect for twelve months. Notwithstanding, it shall be understood and agreed that any required warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

WORK ASSIGNMENTS DETERMINED BY THE CITY

All work assignments during this contract period shall be on an as needed, when needed, basis. The Vendor shall assume no guarantees as to the number or frequency of work assignments or the amount of payments under the terms of this contract. Determination of material quantities and/or specifications for each assignment will be made by the City's Project Manager. The Project Manager shall notify the Vendor of each work assignment, at which time the Vendor and the Project Manager will mutually agree on the beginning and ending dates of the work assignment. For each assignment, the Vendor shall be responsible for the proper and necessary use of labor and materials required in the performance of the work.

CERTIFICATION REQUIRED

Vendors must be professionally certified as plumbers in order to be eligible for award. Vendors shall enclose a copy of their certification with their Response.

CONSIGNMENT OF CONTRACT NOT ALLOWED

Responses will only be considered from firms which are directly engaged in the business of manufacturing or distributing the goods and/or performing the services described in this Solicitation. Accordingly, no part of this contract can be consigned to another vendor.

METHOD OF PAYMENT - PERIODIC INVOICES FOR COMPLETED SERVICES

The successful Vendor shall submit an invoice to the City's Finance Department. The invoice shall reference the appropriate Purchase Order number, if applicable, the service address(s), a detailed explanation of the work that was performed at the location, and, if applicable, the model and serial numbers of each piece of equipment that

was serviced and/or repaired by the Vendor in conjunction with the corresponding invoice. The periodic invoices should not exceed thirty calendar days from the date of the service. Under no circumstances shall the invoices be submitted to the City in advance of the service being performed.

PRIMARY VENDOR DESIGNATION

While the Method of Award contained within these Specifications prescribes the method for determining the lowest responsive, responsible Vendor, the City reserves the right to award this contract to the designated lowest Vendor as the Primary Vendor and to the designated second lowest Vendor(s) as the Secondary Vendor(s). If the City exercises this right, the Primary Vendor shall be given the first opportunity to perform the service or deliver the goods identified in this contract. If the Primary Vendor declines this opportunity, the City shall seek the identified goods or services from the Secondary Vendor(s).

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, etc. located on City property shall be protected against damage or interrupted services at all times by the Vendor during the term of this contract. The Vendor shall be held responsible for repairing or replacing any and all property which is damaged by reason of the Vendor's operation on the property to the satisfaction of the City.

SHIPPING TERMS - FOB DESTINATION

All Vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized City representative.

EMERGENCY SERVICE

The successful Vendor shall provide emergency service on a 24 hours/seven-days-a-week basis. During regular work hours, as defined by the City, emergency service response time shall be no more than 1 hour after verbal notification by the City. During non-work hours, the emergency service response time shall be no more than 2 hours after verbal notification by the City. If the total estimated cost of the repair for any emergency service call, including labor and materials, is estimated by the Vendor's Service representative to exceed \$ 1000.00, the representative shall submit a detailed written estimate which outlines the recommended corrective measures to the City's Project Manager for approval prior to the initiation of the repair, provided, however, that the City's Project Manager may verbally waive this requirement in the City's best interest.

ESTIMATED QUANTITIES

No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this Solicitation.

LABOR, MATERIALS AND EQUIPMENT TO BE SUPPLIED BY THE VENDOR

Unless otherwise provided in this Solicitation, the Vendor shall furnish all labor, materials and equipment necessary for satisfactory contract performance. When not specifically identified in this Solicitation, such materials and equipment shall be of a suitable type and grade for the intended purpose. All materials, workmanship, and equipment shall be subject to the inspection and approval of the City's Project Manager.

METHOD OF AWARD - HOURLY RATE

Award of this Contract will be made to the lowest responsive, responsible Vendor(s) who offers hourly labor rates for all job classifications listed in this Invitation. The lowest Vendor shall be determined by multiplying each of the regular hourly labor rates against a weighted average which has been pre-determined by the City based on historical utilization of each classification. This calculation shall then be added to all other classifications to determine the aggregate total. The lowest responsive, responsible Vendor in the aggregate shall be designated as the primary Vendor for all job classifications listed in the Solicitation and shall be given the first opportunity to supply said job classifications to the City.

PROPRIETARY INFORMATION

Careful consideration should be given before submitting confidential information to the City of Glenwood Springs. The Colorado Open Records Act permits public scrutiny of most materials collected as part of this process. Please clearly mark any information that is considered as trade secrets, privileged information, confidential commercial information or confidential financial information; as such records are exempt from disclosure under the Colorado Open Records Act. The City Of Glenwood Springs does not guarantee the confidentiality of any records not clearly marked.

SCOPE OF WORK

The City of Glenwood Springs is seeking a qualified contractor to perform Plumbing Services as specified below:

- 1. Repair of faucets.**
- 2. Repair of toilets and urinals.**
- 3. Repair of water lines.**
- 4. Repair of drains.**
- 5. Repair of showers.**
- 6. Snaking sewer lines when needed.**
- 7. Repair drinking fountains.**
- 8. All work will be completed as required by each adopted building code.**
- 9. Miscellaneous plumbing work as needed.**

For award all Bidders must include the following information:

- 1. Hourly rates for plumbing work during normal business hours.**
- 2. Hourly rates for plumbing work required after hours or on weekends.**
- 3. Copies of City issued or industry issued plumbing licenses.**
- 4. Copies of certificates of insurance as specified in the bid documents.**
- 5. Percentage of markup for plumbing components supplied by plumbing service provider.**
- 6. Response time for plumbing work done during normal business hours.**
- 7. Response time for plumbing work done after hours or on weekends.**
- 8. List of client references.**

No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period.

**BID SCHEDULE
CITY OF GLENWOOD SPRINGS
PLUMBING SERVICES
BID #BD2015-040 Re-Bid
BID ITEMS**

1. Bidding \$ _____ hourly rates for plumbing work done during normal business hours.
2. Bidding \$ _____ hourly rates for plumbing work required after hours or on weekends.
3. Percentage _____ of markup for plumbing components supplied by plumbing service provider.
4. Response time for plumbing work done during normal business hours: _____
5. Response time for plumbing work done after hours or on weekends: _____
6. Have you provided copies of City issued or industry issued plumbing licenses': _____yes _____no
7. Copies of certificates of insurance as specified in the bid documents: _____yes _____no

SUBMITTED BY:

Name _____

ADDRESS _____

City _____ State _____ Zip _____

Corporate Seal

Firm Name * _____

Signature _____

Title _____

Phone (_____) _____ - _____

* Insert " Corporation, Partnership " etc.

**City of Glenwood Springs
Addendum to Professional Services Agreement**

Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, as amended, Contractor warrants, represents, acknowledges, agrees and certifies that:

1. Contractor does not knowingly employ or contract with an illegal alien who will perform work under this agreement. Contractor shall not knowingly enter into a contract with a sub-contractor that fails to certify to Contractor that the sub-contractor shall not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
2. Contractor will participate in the electronic employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, and jointly administered by the Department of Homeland Security and the Social Security Administration, or its successor program (hereinafter, "E-Verify Program") or will participate in the "Department Program" as established in §8-17.5-102(5)(c), C.R.S., as amended, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
3. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in the E-Verify Program or the Department Program.
4. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
5. If Contractor obtains actual knowledge that a sub-contractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - (a) notify the sub-contractor and the City within three (3) days that Contractor has actual knowledge that the sub-contractor is employing or contracting with an illegal alien; and
 - (b) terminate the sub-contract with the sub-contractor if within three (3) days of receiving the notice required pursuant to this subparagraph the sub-contractor does not stop employing or contracting with the illegal alien; except that 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.
6. If Contractor participates in the Department Program, Contractor shall provide a notarized written affirmation to City that Contractor has, as required by the Department Program, examined the legal work status of employees hired to perform work under this Agreement and shall comply with all other requirements of the Department Program. (A sample contract affirmation may be obtained at: <http://www.coworkforce.com/lab/pcs/default.asp>)
7. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to its legal authority.
8. Nothing in this Addendum shall be construed as requiring Contractor to violate any terms of participation in the E-Verify Program.
9. If Contractor violates this Addendum, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of said violation.

CONTRACTOR

DATE: _____

BY: _____