



Financial Services
Purchasing Division
215 N. Mason St. 2nd Floor
PO Box 580
Fort Collins, CO 80522
970.221.6775
970.221.6707
fcgov.com/purchasing

REQUEST FOR PROPOSAL 8072 CARPENTRY SERVICE PROVIDER

The City of Fort Collins is requesting proposals from qualified firms and individuals to provide general carpentry services including wood and steel stud framing, siding, window and door installation, finish work, small drywall jobs (under 500 sq. ft.), non-structural demolition, and limited mechanical installations such as attaching interior commercial hardware on City buildings.

As part of the City's commitment to Sustainable Purchasing, proposals submission via email is preferred. Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB and e-mailed to: purchasing@fcgov.com. If electing to submit hard copy proposals instead, five (5) copies, will be received at the City of Fort Collins' Purchasing Division, 215 North Mason St., 2nd floor, Fort Collins, Colorado 80524. **Proposals must be received before 3:00 p.m. (our clock), April 2, 2015 and referenced as Proposal No. 8072.** If delivered, they are to be sent to 215 North Mason Street, 2nd Floor, Fort Collins, Colorado 80524. If mailed, the address is P.O. Box 580, Fort Collins, 80522-0580. **Please note, additional time is required for bids mailed to the PO Box to be received at the Purchasing Office.**

The City encourages all Disadvantaged Business Enterprises (DBEs) to submit proposals in response to all requests for proposals. No individual or business will be discriminated against on the grounds of race, color, sex, or national origin. It is the City's policy to create a level playing field on which DBEs can compete fairly and to ensure nondiscrimination in the award and administration of all contracts.

Questions regarding scope of the bid, bid submittal or process should be directed to Doug Clapp, CPPB, Senior Buyer at (970) 221-6776 or dclapp@fcgov.com.

All questions must be submitted in writing via email to Doug Clapp, no later than 5:00 PM our clock on March 25, 2015. Questions received after this deadline will not be answered.

A copy of the RFP may be obtained at www.rockymountainbidsystem.com.

The City of Fort Collins is subject to public information laws, which permit access to most records and documents. Proprietary information in your response must be clearly identified and will be protected to the extent legally permissible. Proposals may not be marked 'Proprietary' in their entirety. All provisions of any contract resulting from this request for proposal will be public information.

New Vendors:

The City requires new vendors receiving awards from the City to fill out and submit an IRS form W-9 and to register for Direct Deposit (Electronic) payment. If needed, the W-9 form and the

Vendor Direct Deposit Authorization Form can be found on the City's Purchasing website at www.fcgov.com/purchasing under Vendor Reference Documents.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the City. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Fort Collins is prohibited.

Collusive or sham proposals: Any proposal deemed to be collusive or a sham proposal will be rejected and reported to authorities as such. Your authorized signature of this proposal assures that such proposal is genuine and is not a collusive or sham proposal.

The City of Fort Collins reserves the right to reject any and all proposals and to waive any irregularities or informalities.

Utilization of Award by Other Agencies: The City of Fort Collins reserves the right to allow other state and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the City of Fort Collins in the current term or in any future terms.

Sustainability: Consulting firms/teams participating in the proposal are to provide an overview of the organization's philosophy and approach to Sustainability. In no more than two (2) pages please describe how your organization strives to be sustainable in the use of materials, equipment, vehicles, fuel, recycling, office practices, etc. The City of Fort Collins incorporates the Triple Bottom Line into our decision process by including economic (or financial), environmental, and social factors in our evaluation.

The selected Service Provider shall be expected to sign the City's standard Agreement **without revision** prior to commencing Services (see sample attached to this Proposal).

Sincerely,

Gerry S. Paul
Director of Purchasing & Risk Management

Section 1.0: General

1.1 Information

Service Provider will supply experienced general carpentry to include: wood and steel stud framing, siding, window and door installation, finish work, small drywall jobs (under 500 sq. ft.), non-structural demolition and limited mechanical installations such as attaching interior commercial hardware on City buildings. Services required during the contract period will be requested through issuance of work orders. There is no guaranteed minimum amount of services to be ordered. No work order exceeding \$75,000 will be issued. The City reserves the right to supply any or all materials. This contract is a one year contract with 4 optional years to renew and shall be administered by the Operations Services Department, but may be utilized by other City Departments.

The City will select two Service Providers to provide carpentry services. For work estimated to cost less than \$5,000 either of the awarded Service Providers may be contacted by City personnel and asked to provide an estimate to complete the work. For work estimated to cost over \$5,000 both Service Providers will be asked to bid on the work and the subsequent work order will be awarded to the lowest qualified bidder.

1.2 Definitions

City Representative and Project Manager are equivalent terms, generally referring to the City employee responsible for coordination and decision making related to work under this contract.

Section 2.0: Scope of Work

2.1 Service Provider to:

- A. Provide experienced general carpentry services as set out in specific work orders
- B. Carry insurance levels as indicated in attached Services Agreement.
- C. Maintain a local telephone number, and must be able to be reached by telephone and email transmissions during prescribed business hours. (8 hours per each 24 hour working period - Monday through Friday). Service Provider will respond to all City non-emergency telephone and email transmissions in a reasonably prudent time (within 24 hours on the next working day) and provide an after normal work hours phone number to be used by the City to request emergency or urgently needed services.
- D. Clean-up the job site at the end of each day and at work completion.
- E. Provide proof of personnel qualifications, to include but not limited to: copies of licenses, school certificates, 3 letters of reference and 2 personal letters of reference.
- F. Provide evidence of having adequate and sufficient equipment to perform quality services.
- G. Move and re-set all furnishings such as desks, chairs, filing cabinets, etc. which interferes with doing the work when required.
- H. Provide quality service.

- I. To obtain permits when required per direction from City personnel.
- 2.2 Service Provider Qualification. Bidder must have:
- A. Completed the Proposal Qualification document. See **Exhibit A**
 - B. At least (7) years, consistent, hands on experience in industrial and commercial carpentry applications.
 - C. A complete understanding of steel framing is mandatory. Service Provider will demonstrate this knowledge through a minimum of three professional references, and/or, interview with City representatives. The City reserves the right to require testing for knowledge and skills required to perform under this contract.
 - D. Be licensed as a General Contractor – Class C with the City of Fort Collins, within 60 days after award and signed contact agreement.
 - E. Service Provider will provide, upon request, physical job-site evidence of three (3) local projects where carpentry, as defined in this bid proposal equals approximately \$10K, either underway or completed. If completed, plans and specifications must be available for review by the City.

Section 3.0: Work Order Procedure

For Jobs Estimated to Cost Less Than \$5,000:

- 3.1 Job estimates must be submitted on a unit price basis consistent with the prices established in the Price Schedule section.
- 3.2 Service Provider will invoice for all jobs completed on a unit price basis using the prices established in the Price Schedule section including appropriate mark-up on materials, if any. Material costs must be provided in a form acceptable to the Project Manager.

For Jobs Estimated to Cost More Than \$5,000:

- 3.5 Both awarded Service Providers will be asked to quote on the job. Pricing is expected to be a firm fixed price for the work to be completed.
- 3.6 The City Project Manager will provide a written scope of work. Service Providers will be expected to attend an onsite meeting to discuss the job requirements. The City Project Manager and the Service Providers will come to agreement, in writing, regarding any changes to the Scope at this meeting. If a Service Provider does not attend the onsite meeting, they may not be asked to quote on the job. Work will be awarded to the lowest qualified bidder.

Section 4.0: Procedures Applicable to all Jobs

- 4.1 Workmanship and materials must be warranted for one year after acceptance of the job by the City Project Manager.
- 4.2 A signed work order by the City Representative is the Service Provider's notice to proceed. Emergency work may commence at the City's direction without a signed work order.
- 4.3 Work order number, jobsite address, and the City Representative's name must be included on billing invoices or invoices may be returned to Service Provider for addition of the appropriate information.

4.4 The Service Provider may be required to submit for review a breakdown of hours worked per man/day for Journeyman, and/or apprentice workers, on any project or item of work requested.

4.5 Service Agreement

Service Provider must enter into the attached services agreement (SAMPLE) and provide the required insurance. This agreement is effective for one year from the date on the service agreement. At the option of the City, the Agreement may be extended for additional one year periods not to exceed four (4) additional one year periods. Written notice of renewal shall be provided to the Service Provider and mailed no later than thirty (30) days prior to contract end.

Section 5:0: Proposal Submission Requirements

Service Providers must complete and submit the attached Exhibits A and B. Failure to complete and submit either exhibit will result in Service Provider being removed from consideration for this solicitation.

Section 6.0: Proposal Evaluation

Service Providers will be evaluated on the following criteria. These criteria will be the basis for review and assessment of the written proposals and optional interview session. At the discretion of the City, interviews of the top rated firms may be conducted.

The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

WEIGHTING FACTOR	QUALIFICATION	STANDARD
2.0	Scope of Proposal	Does the proposal address all elements of the RFP? Does the proposal show an understanding of the project objectives, methodology to be used and results/outcomes required by the project? Are there any exceptions to the specifications, Scope of Work, or agreement?
2.0	Assigned Personnel	Do the persons who will be working on the project have the necessary skills and qualifications? Are sufficient people of the requisite skills and qualifications assigned to the project?
1.0	Availability	Can the work be completed in the necessary time? Can the target start and completion dates be met? Are other qualified personnel available to assist in meeting the project schedule if required? Is the project team available to attend meetings as required by the Scope of Work?
1.0	Sustainability/TBL Methodology	Does the firm demonstrate a commitment to Sustainability and incorporate Triple Bottom Line methodology in both their Scope of Work for the project,

		and their day-to-day business operating processes and procedures?
2.0	Cost and Work Hours	Does the proposal included detailed cost break-down for each cost element as applicable and are the line-item costs competitive? Do the proposed cost and work hours compare favorably with the Project Manager's estimate? Are the work hours presented reasonable for the effort required by each project task or phase?
2.0	Firm Capability	Does the firm have the resources, financial strength, capacity and support capabilities required to successfully complete the project on-time and in-budget? Has the firm successfully completed previous projects of this type and scope?

Definitions

Sustainable Purchasing is a process for selecting products or services that have a lesser or reduced negative effect on human health and the environment when compared with competing products or services that serve the same purpose. This process is also known as “Environmentally Preferable Purchasing” (EPP), or “Green Purchasing”.

The Triple Bottom Line (TBL) is an accounting framework that incorporates three dimensions of performance: economic, or financial; environmental, and social. The generally accepted definition of Andrew Savitz for TBL is that it “captures the essence of sustainability by measuring the impact of an organization’s activities on the world...including both its profitability and shareholders values and its social, human, and environmental capital.”

Reference Evaluation (Top Rated Firm)

The Project Manager will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

QUALIFICATION	STANDARD
Overall Performance	Would you hire this Professional again? Did they show the skills required by this project?
Timetable	Was the original Scope of Work completed within the specified time? Were interim deadlines met in a timely manner?
Completeness	Was the Professional responsive to client needs; did the Professional anticipate problems? Were problems solved quickly and effectively?
Budget	Was the original Scope of Work completed within the project budget?
Job Knowledge	a) If a study, did it meet the Scope of Work?

	b) If Professional administered a construction contract, was the project functional upon completion and did it operate properly? Were problems corrected quickly and effectively?
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GENERAL INFORMATION

Date: _____

Company Name: _____

Address: _____

Street City State Zip

Phone: ()_____ - _____ Parent Company: _____
Fax: ()_____ - _____ Address: _____

Website: _____

President: _____ () _____ - _____
Name Phone E-Mail Address

Contact: _____ () _____ - _____
Name Phone E-Mail Address

List current Licenses your firm has: _____

Principal Office: *(Circle One)* Corporation Partnership Individual Joint Venture Other

Years in Business: _____ Federal ID No: _____

Annual Sales:

2014: _____ 2013: _____ 2012: _____

Union Affiliations: _____ If yes, Please list Affiliations: _____

MBE, WBE, SBE? _____

Project Dollars currently under contract, but not completed. \$

Explain:

If you answer yes to any of the following questions listed below please attach details:

Has this firm ever defaulted on a contract (Y or N)? _____

Has your firm experienced reorganization within the past three years (Y or N)? _____

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers (Y or N) ? _____

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years (Y or N) ? _____

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization which failed to complete a construction contract (Y or N)? _____

Total Number of Employees: *Office Employees* _____ *Field Employees* _____

Project Staff Breakdown

Managers: _____ Field Foremen: _____

Journeyman Carpenters: _____ Laborers: _____

Shop: _____ Other: _____

What scope of work does your firm perform?: _____

Do you have subcontractors which work under your firm (Y or N) ? If yes, list them and what work they perform. (Any subcontractors you will be using will need to complete this form and it be submitted with your proposal).

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

Construction Cost Factors

A. Provide the hourly rates for the staff which you plan to use on City projects.

Manager _____, Foreman _____, Carpenter _____, Labor _____

B. Provide your markup fees: Overhead _____%, Profit _____%

C. Provide equipment rates for all items you would be charging for outside of your overhead & profit on a separate sheet and attach to this form.

Safety Information

Name of Safety Director / Officer _____

Company: _____

Address: _____
Street City State Zip

() _____ - _____
Phone E-Mail Address

Experience Modification Rate (EMR): 2014 _____
 2013 _____
 2012 _____

Does your firm have a written safety Plan **(Y or N)** ? _____

Has your firm been cited for any serious OSHA violations in the past three years **(Y or N)**? _____

OSHA recordable incident rate (Current Year): _____

OSHA lost day incident rate (Current Year): _____

Does your firm have a drug testing policy **(Y or N)** ? _____

Under a separate cover submit a sample certificate of insurance showing current coverage and limits for General Liability, Automobile Liability, Excess Umbrella Liability & Workers Compensation.

Under separate cover please submit a 300A log and summary of occupational injuries and illnesses as required by the US Department of Labor (Previous 12 months).

Experience List

List four major projects completed in the past 3 years; include the following information (attach a separate sheet for additional information):

Project # 1

Project Name _____

Type of Building _____

City _____ State _____ Zip _____

\$ _____
Contract Amount

Contractor / Client Contact _____

() _____ - _____
Phone E-Mail Address

Subcontractor Project Manager _____

Subcontractor Foreman _____

Start Date _____

Completion Date _____

Comments: _____

Project # 2

Project Name _____

Type of Building _____

City _____ State _____ Zip _____

\$ _____
Contract Amount

Contractor / Client Contact _____

() _____ - _____
Phone E-Mail Address

Subcontractor Project Manager _____

Subcontractor Foreman _____

Start Date _____

Completion Date _____

Comments: _____

Experience Continued:

Project # 3

Project Name

Type of Building

City

State

Zip

\$

Contract Amount

Contractor / Client Contact

()

Phone

E-Mail Address

Subcontractor Project Manager

Subcontractor Foreman

Start Date

Completion Date

Comments:

Project # 4

Project Name

Type of Building

City

State

Zip

\$

Contract Amount

Contractor / Client Contact

()

Phone

E-Mail Address

Subcontractor Project Manager

Subcontractor Foreman

Start Date

Completion Date

Comments:

Bonding & Banking Information

Bonding Company Name: _____

Address: _____

Street City State Zip

() _____ - *Phone* () _____ - *Fax*

Website: _____

Contact: _____ () - _____
 Name *Phone* *E-Mail Address*

Aggregate Bonding Capacity: \$_____ Single Project Bonding Capacity: \$_____

Total Number of Projects Currently Bonded: _____ Total Currently Bonding: \$ _____

Bank Name: _____

Address: _____

Street *City* *State* *Zip*

() _____ - _____
Phone Fax

Website: _____

Contact: _____ () _____ - _____
 Name *Phone* *E-Mail Address*

DATE **SIGNATURE** **PRINT NAME**

EXHIBIT B
SERVICE PROVIDER RATE INFORMATION SHEET

Hourly rates charged for work ordered under this agreement will be:

A. Normal Hours (From _____ A.M. To _____ P.M.)

\$_____ Per Hour (Manager) \$_____ Per Hour (Foreman)

\$_____ Per Hour (Journeymen) \$_____ Per Hour (Laborer)

B. Overtime Rates:

\$_____ Per Hour (Manager) \$_____ Per Hour (Foreman)

\$_____ Per Hour (Journeymen) \$_____ Per Hour (Laborer)

C. Material Costs: Enter your proposed markup for materials costs.

Cost plus _____ percent for individual materials costing less than \$500.

Note: The City will pay a maximum of 10% for materials costing less than \$500.

Cost plus _____ percent for individual materials costing more than \$500.

Note: The City will pay a maximum of 8% for materials costing more than \$500.

Material invoices must be included with billing statements.

D. Overhead: _____ % Profit: _____ %

EXHIBIT C
SERVICES AGREEMENT
WORK ORDER TYPE

THIS AGREEMENT made and entered into the day and year set forth below, by and between THE CITY OF FORT COLLINS, COLORADO, a Municipal Corporation, hereinafter referred to as the "City" and hereinafter referred to as "Service Provider".

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. **Services to be Performed.**

- a. This Agreement shall constitute the basic agreement between the parties for services for . The conditions set forth herein shall apply to all services performed by the Service Provider on behalf of the City and particularly described in Work Orders agreed upon in writing by the parties from time to time. Such Work Orders, a sample of which is attached hereto as Exhibit "A", consisting of () page(s) and incorporated herein by this reference, shall include a description of the services to be performed, the location and time for performance, the amount of payment, any materials to be supplied by the City and any other special circumstances relating to the performance of services. No work order shall exceed \$. The only services authorized under this agreement are those which are performed after receipt of such Work Order, except in emergency circumstances where oral work requests may be issued. Oral requests for emergency actions will be confirmed by issuance of a written Work Order within two (2) working days. Irrespective of references in Exhibit A to certain named third parties, Service Provider shall be solely responsible for performance of all duties hereunder.
- b. The City may, at any time during the term of a particular Work Order and without invalidating the Agreement, make changes within the general scope of the particular services assigned and the Service Provider agrees to perform such changed services.

2. **Changes in the Work.** The City reserves the right to independently bid any services rather than issuing work to the Service Provider pursuant to this Agreement. Nothing within this Agreement shall obligate the City to have any particular service performed by the Service Provider.

3. **Time of Commencement and Completion of Services.** The services to be performed pursuant to this Agreement shall be initiated as specified by each written Work Order or oral emergency service request. Oral emergency service requests will be acted upon without waiting for a written Work Order. Time is of the essence.

4. **Contract Period** {Option 1} This Agreement shall commence upon the date of execution shown on the signature page of this Agreement and shall continue in full force and effect

for one (1) year, unless sooner terminated as herein provided. In addition, at the option of the city, the Agreement may be extended for an additional period of one (1) year at the rates provided with written notice to the Service Provider mailed no later than thirty (30) days prior to contract end.

5. Contract Period. {Option 2] This Agreement shall commence , 200 and shall continue in full force and effect until , 200 , unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for additional one year periods not to exceed () additional one year periods. Renewals and pricing changes shall be negotiated by and agreed to by both parties. Written notice of renewal shall be provided to the Service Provider and mailed no later than thirty (30) days prior to contract end.
6. Delay. If either party is prevented in whole or in part from performing its obligations by unforeseeable causes beyond its reasonable control and without its fault or negligence, then the party so prevented shall be excused from whatever performance is prevented by such cause. To the extent that the performance is actually prevented, the Service Provider must provide written notice to the City of such condition within fifteen (15) days from the onset of such condition.
7. Early Termination by City/Notices. Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Service Provider. Such notice shall be mailed at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following address:

Service Provider:	City:	Copy to:
	City of Fort Collins	City of Fort Collins
Attn:	Attn:	Attn: Purchasing Dept.
	PO Box 580	PO Box 580
	Fort Collins, CO 80522	Fort Collins, CO 80522

In the event of early termination by the City, the Service Provider shall be paid for services rendered to the termination date, subject only to the satisfactory performance of the Service Provider's obligations under this Agreement. Such payment shall be the Service Provider's sole right and remedy for such termination.

8. Contract Sum. This is an open-end indefinite quantity Agreement with no fixed price. The actual amount of work to be performed will be stated on the individual Work Orders. The City makes no guarantee as to the number of Work Orders that may be issued or the actual amount of services which will in fact be requested.
9. Payments.
 - a. The City agrees to pay and the Service Provider agrees to accept as full payment for all work done and all materials furnished and for all costs and expenses incurred in

performance of the work the sums set forth for the hourly labor rate and material costs, with markups, stated within the Bid Schedule Proposal Form, attached hereto as Exhibit " ", consisting of () page , and incorporated herein by this reference.

Payment shall be made by the City only upon acceptance of the work by the City and upon the Service Provider furnishing satisfactory evidence of payment of all wages, taxes, supplies and materials, and other costs incurred in connection with the performance of such work.

10. City Representative. The City's representative will be shown on the specific Work Order and shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the work requested. All requests concerning this Agreement shall be directed to the City Representative.
11. Independent Contractor. It is agreed that in the performance of any services hereunder, the Service Provider is an independent contractor responsible to the City only as to the results to be obtained in the particular work assignment and to the extent that the work shall be done in accordance with the terms, plans and specifications furnished by the City.
12. Subcontractors. Service Provider may not subcontract any of the Work set forth in the Exhibit A, Statement of Work without the prior written consent of the city, which shall not be unreasonably withheld. If any of the Work is subcontracted hereunder (with the consent of the City), then the following provisions shall apply: (a) the subcontractor must be a reputable, qualified firm with an established record of successful performance in its respective trade performing identical or substantially similar work, (b) the subcontractor will be required to comply with all applicable terms of this Agreement, (c) the subcontract will not create any contractual relationship between any such subcontractor and the City, nor will it obligate the City to pay or see to the payment of any subcontractor, and (d) the work of the subcontractor will be subject to inspection by the City to the same extent as the work of the Service Provider.
13. Personal Services. It is understood that the City enters into the Agreement based on the special abilities of the Service Provider and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Service Provider shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the city.
14. Acceptance Not Waiver. The City's approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights under the Agreement or of any cause of action arising out of the performance of this Agreement.
15. Warranty.
 - a. Service Provider warrants that all work performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for

work of a similar nature.

- b. Unless otherwise provided in the Agreement, all materials and equipment incorporated into any work shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be acceptable to City.
 - c. Service Provider warrants all equipment, materials, labor and other work, provided under this Agreement, except City-furnished materials, equipment and labor, against defects and nonconformances in design, materials and workmanship/workwomanship for a period beginning with the start of the work and ending twelve (12) months from and after final acceptance under the Agreement, regardless whether the same were furnished or performed by Service Provider or by any of its subcontractors of any tier. Upon receipt of written notice from City of any such defect or nonconformances, the affected item or part thereof shall be redesigned, repaired or replaced by Service Provider in a manner and at a time acceptable to City.
16. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default thereof.
17. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.
18. Binding Effect. This writing, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representative, successors and assigns of said parties.
19. Indemnity/Insurance.
- a. The Service Provider agrees to indemnify and save harmless the City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever, brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance of any service hereunder.
 - b. The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.
 - c. Without limiting any of the Service Provider's obligations hereunder, the Service Provider shall provide and maintain insurance coverage naming the City as an

additional insured under this Agreement of the type and with the limits specified within Exhibit " ", consisting of one (1) page, attached hereto and incorporated herein by this reference. The Service Provider before commencing services hereunder, shall deliver to the City's Director of Purchasing and Risk Management, P. O. Box 580, Fort Collins, Colorado 80522 one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the city.

20. Entire Agreement. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties. Covenants or representations not contained in this Agreement shall not be binding on the parties.
21. Law/Severability. This Agreement shall be governed in all respect by the laws of the State of Colorado. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction such holding shall not invalidate or render unenforceable any other provision of this Agreement.
22. Prohibition Against Employing Illegal Aliens. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Service Provider represents and agrees that:
 - a. As of the date of this Agreement:
 - 1) Service Provider does not knowingly employ or contract with an illegal alien who will perform work under this Agreement; and
 - 2) Service Provider will participate in either the e-Verify program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "e-Verify Program") or the Department Program (the "Department Program"), an employment verification program established pursuant to Section 8-17.5-102(5)(c) C.R.S. in order to confirm the employment eligibility of all newly hired employees to perform work under this Agreement.
 - b. Service Provider shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or knowingly enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Agreement.
 - c. Service Provider is prohibited from using the e-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
 - d. If Service Provider obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Service Provider shall:
 - 1) Notify such subcontractor and the City within three days that Service Provider has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

- 2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Service Provider shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - e. Service Provider 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 undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.
 - f. If Service Provider violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the City may terminate this Agreement. If this Agreement is so terminated, Service Provider shall be liable for actual and consequential damages to the City arising out of Service Provider's violation of Subsection 8-17.5-102, C.R.S.
 - g. The City will notify the Office of the Secretary of State if Service Provider violates this provision of this Agreement and the City terminates the Agreement for such breach.
23. Special Provisions. Special provisions or conditions relating to the services to be performed pursuant to this Agreement are set forth in Exhibit - Confidentiality, consisting of one (1) page, attached hereto and incorporated herein by this reference.

CITY OF FORT COLLINS, COLORADO
a municipal corporation

By: _____
Gerry S. Paul
Director of Purchasing and Risk Management

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

By: _____

Print Name

Title _____

Date: _____

**EXHIBIT D
WORK ORDER FORM**

PURSUANT TO AN AGREEMENT BETWEEN
THE CITY OF FORT COLLINS
AND

DATED:

Work Order Number:

Purchase Order Number:

Project Title:

Commencement Date:

Completion Date:

Maximum Fee: (time and reimbursable direct costs):

Project Description: _____

Scope of Services: _____

Service Provider agrees to perform the services identified above and on the attached forms in accordance with the terms and conditions contained herein and in the Services Agreement between the parties. In the event of a conflict between or ambiguity in the terms of the Services Agreement and this work order (including the attached forms) the Services Agreement shall control.

The attached forms consisting of ____ () pages are hereby accepted and incorporated herein, by this reference, and Notice to Proceed is hereby given.

SERVICE PROVIDER

By: _____

Date: _____

CITY OF FORT COLLINS

By: _____
Project Manager

Date: _____

By: _____
Gerry Paul
Director of Purchasing and Risk Management
(over \$60,000.00)

Date: _____

EXHIBIT E INSURANCE REQUIREMENTS

1. The Service Provider will provide, from insurance companies acceptable to the City, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Service Provider shall furnish the City with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement:

“The insurance evidenced by this Certificate will not reduce coverage or limits and will not be cancelled, except after thirty (30) days written notice has been received by the City of Fort Collins.”

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Service Provider, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Service Provider under this Agreement. The City, its officers, agents and employees shall be named as additional insureds on the Service Provider's general liability and automobile liability insurance policies for any claims arising out of work performed under this Agreement.

2. Insurance coverages shall be as follows:

- A. **Workers' Compensation & Employer's Liability.** The Service Provider shall maintain during the life of this Agreement for all of the Service Provider's employees engaged in work performed under this agreement:
 1. Workers' Compensation insurance with statutory limits as required by Colorado law.
 2. Employer's Liability insurance with limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee.
- B. **Commercial General & Vehicle Liability.** The Service Provider shall maintain during the life of this Agreement such commercial general liability and automobile liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for each coverage, Commercial General and Vehicle, shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.

In the event any work is performed by a subcontractor, the Service Provider shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.

EXHIBIT F CONFIDENTIALITY

IN CONNECTION WITH SERVICES provided to the City of Fort Collins (the “City”) pursuant to this Agreement (the “Agreement”), the Service Provider hereby acknowledges that it has been informed that the City has established policies and procedures with regard to the handling of confidential information and other sensitive materials.

In consideration of access to certain information, data and material (hereinafter individually and collectively, regardless of nature, referred to as “information”) that are the property of and/or relate to the City or its employees, customers or suppliers, which access is related to the performance of services that the Service Provider has agreed to perform, the Service Provider hereby acknowledges and agrees as follows:

That information that has or will come into its possession or knowledge in connection with the performance of services for the City may be confidential and/or proprietary. The Service Provider agrees to treat as confidential (a) all information that is owned by the City, or that relates to the business of the City, or that is used by the City in carrying on business, and (b) all information that is proprietary to a third party (including but not limited to customers and suppliers of the City). The Service Provider shall not disclose any such information to any person not having a legitimate need-to-know for purposes authorized by the City. Further, the Service Provider shall not use such information to obtain any economic or other benefit for itself, or any third party, except as specifically authorized by the City.

The foregoing to the contrary notwithstanding, the Service Provider understands that it shall have no obligation under this Agreement with respect to information and material that (a) becomes generally known to the public by publication or some means other than a breach of duty of this Agreement, or (b) is required by law, regulation or court order to be disclosed, provided that the request for such disclosure is proper and the disclosure does not exceed that which is required. In the event of any disclosure under (b) above, the Service Provider shall furnish a copy of this Agreement to anyone to whom it is required to make such disclosure and shall promptly advise the City in writing of each such disclosure.

In the event that the Service Provider ceases to perform services for the City, or the City so requests for any reason, the Service Provider shall promptly return to the City any and all information described hereinabove, including all copies, notes and/or summaries (handwritten or mechanically produced) thereof, in its possession or control or as to which it otherwise has access.

The Service Provider understands and agrees that the City’s remedies at law for a breach of the Service Provider’s obligations under this Confidentiality Agreement may be inadequate and that the City shall, in the event of any such breach, be entitled to seek equitable relief (including without limitation preliminary and permanent injunctive relief and specific performance) in addition to all other remedies provided hereunder or available at law.