



City Of Glenwood Springs  
Procurement Department  
101 West 8<sup>th</sup> Street  
Glenwood Springs, CO 81601  
**INVITATION TO BID BD 2018-005**  
**COVER SHEET**

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Date: January 19, 2018

Bid number: BD 2018-005

Bid title: **Window Resealing Services**

Bids will be received until: February 27, 2018  
4:00 p.m., local time  
at 101 West 8<sup>th</sup> Street, Procurement Department,  
Glenwood Springs, Colorado 81601

Responses may also be submitted electronically to [bidresponse@cogs.us](mailto:bidresponse@cogs.us) no later than the required time and date. Include BID #BD2018-005 in the subject line of the email. If your bid is being submitted electronically and if the bid security is in the form of certified funds, those funds **MUST** be received prior to the bid opening date and time.

Goods or services to be delivered to or performed at: Glenwood Springs City Hall, 101 W. 8<sup>th</sup> Street

Pre-bid meeting (recommended): February 15, 2018 at 10:00 a.m.  
City Hall, Third Floor Training Room  
101 W. 8<sup>th</sup> Street  
Glenwood Springs, CO 81601

For additional information please contact Mary Lou Haflinger: 970-384-6468

Email Address [marylou.haflinger@cogs.us](mailto:marylou.haflinger@cogs.us)

Documents included in this package: Invitation to Bid Cover Sheet  
Special Terms and Conditions  
Bid Form  
Agreement  
Notice of Award  
Notice to Proceed  
Change Order  
Scope of Work  
Bid Schedule  
Addendum to Professional Services  
Exhibit A, City Hall exterior plans

If any of the documents listed above are missing from this package, they may be picked up at 101 West 8<sup>th</sup> Street, Procurement Department, Third 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: \_\_\_\_\_



City of Glenwood Springs  
Procurement Department  
101 West 8<sup>th</sup> Street  
Glenwood Springs, CO 81601

## INVITATION TO BID BD 2018-005

### SPECIAL TERMS AND CONDITIONS

**SCHEDULE OF ACTIVITIES:** The following activities outline the process to be used to solicit vendor responses and to evaluate each vendor proposal.

January 19, 2018 and February 14, 2018	Advertise
February 15, 2018 at 10:00 a.m.	Pre-bid meeting (recommended)
February 20, 2018	Deadline for submitting questions
February 20, 2018	Local Preference submissions
February 27, 2018	Bid deadline
March 16, 2018	Award contract

**PURPOSE OF SOLICITATION - TO ESTABLISH A CONTRACT FOR SERVICES:** The purpose of this Solicitation is for outside window resealing services at City Hall, 101 W. 8<sup>th</sup> Street, Glenwood Springs, Colorado, as specified herein from a source(s) of supply that will give prompt and efficient service to the City.

**PRE-BID/PROPOSAL CONFERENCE IS RECOMMENDED:** A pre-bid/proposal conference will be held on February 15, 2018 at 10:00 a.m. at City Hall, Third Floor Training Room, 101 W. 8<sup>th</sup> Street, Glenwood Springs, Colorado. A representative of the Vendor is encouraged to attend this conference in order to become familiar with the Specifications.

**TERM OF CONTRACT:** This contract shall commence on the date of the Purchase Order or Notice of Award and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Solicitation have been completed and accepted by the City's authorized representative. 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.

#### **TERMINATION OF CONTRACT:**

- A. The City may, by written notice to the successful Vendor, terminate the contract if the Vendor has been found to have failed to perform its service in a manner satisfactory to the City as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The City shall be the sole judge of non-performance.
- B. The City may cancel the contract, without penalty, upon thirty days written notice for reason other than cause. This may include the City's inability to continue with the contract due to the elimination or reduction of funding.

**ADJUSTMENT OF QUANTITIES:** While the quantities stipulated in this Solicitation will be used by the City for purposes of determining the low Vendor meeting Specifications, it is hereby agreed and understood that the City has the right to adjust/reduce the quantities ordered in conjunction with this Solicitation based on budgetary restrictions.

## **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 without an increase in his Bid price. If the apparent low Bidder declines to make any such substitution, he will thereby sacrifice his Bid Security. 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.

## **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.

**METHOD OF AWARD - GROUP:** It is the intent of the City to award this Contract to the lowest responsive, responsible Vendor on a group-by-group basis. To be considered for award, the Vendor shall offer prices for all items within the group. Notwithstanding, the City reserves the right to alter this method of award if such alteration results in a cost savings to the City.

**PRICE OFFERS SHALL BE FIXED AND FIRM:** The prices offered by the Vendor shall remain fixed and firm. No changes in the Response shall be allowed after the date and time of the Solicitation opening due to error by the Vendor. Responses may not be withdrawn after the time and date set for the Solicitation opening for a period of ninety calendar days.

## **ELIGIBILITY OF VENDORS - MINIMUM YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES**

**REQUIRED:** Pre-award inspection of the Vendor's facility may be made prior to award of the contract. Responses will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services as described in this Solicitation for a minimum period of two years prior to the date of this Solicitation. The Vendors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term equipment and organization as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City. The City reserves the right, before awarding the contract, to require a Vendor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Vendor, including past performance and experience with the City) in making the award in the best interest of the City.

**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 Mary Lou Haflinger, Contracts Coordinator, City of Glenwood Springs, 101 West 8th Street, Glenwood Springs, Colorado 81601, [marylou.haflinger@cogs.us](mailto:marylou.haflinger@cogs.us) fax number 970-384-6599. The vendor submitting the question shall be responsible for ensuring that the question is received by the buyer 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 Procurement 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 Procurement Department

**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.

**SALES TAX:** The City is exempt from paying State or Local Sales Taxes. Notwithstanding, Vendors should be aware of the fact that all materials and supplies which are purchased directly by the Vendor in conjunction with this contract will be subject to applicable state and local sales taxes and these taxes shall be borne by the Vendor.

**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 pay the costs of defense of all suits, against 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.

**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.

**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.

**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.

**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 7 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.

**FURNISH AND SET IN PLACE REQUIREMENTS:** The successful Vendor shall be required to furnish the materials, products and/or equipment identified in these Specifications as well as to set in place or install these materials, products and/or equipment at the facility designated by the City. Accordingly, the Vendor shall include all costs associated with installation in its proposed unit cost to the City and shall not identify installation costs as a separate item unless specifically allowed on the Response Sheet. If applicable, the successful Vendor shall also be required to provide adequate training to City personnel on the appropriate use of the materials, products and/or equipment.

**MATERIALS WILL BE SUPPLIED BY THE VENDOR:** The Vendor hereby agrees that all materials supplied by the Vendor in conjunction with this solicitation shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied by the Vendor are found to be defective or do not conform to Specifications, the City reserves the right to either cancel the order and return such materials to the Vendor at the Vendor's expense or require the Vendor to replace the materials at the Vendor's expense.

**METHOD OF PAYMENT - LUMP SUM PAYMENT AFTER INSTALLATION IS COMPLETED:** After all the equipment and auxiliary components required in conjunction with this Solicitation is delivered to, installed at, and accepted by the City, the successful Vendor shall submit one lump sum invoice to the City's Finance Department. The invoice shall reflect the total value of the Purchase Order(s) issued in conjunction with this Solicitation and shall reference the appropriate Purchase Order number. The date of the invoice shall not exceed thirty calendar days from the date that the delivery and installation was completed and accepted. Unless other arrangements are made between an agent of the City's Purchasing Department and the Vendor, invoices shall not be submitted to the City in advance of such delivery, installation and acceptance.

**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.

**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.

**WARRANTY SHALL BE SUPPLIED IN WRITTEN FORM:** The Vendor shall supply a copy of its written warranty certificates with its Response. If this written warranty is not provided in the Response, the Vendor may be given the opportunity to submit these certificates to the City during the Response evaluation period in its best interest. The warranty supplied by the Vendor shall remain in force for the full period identified by the Vendor, regardless of whether the Vendor is under contract with the City at the time of defect. Any payment by the City on behalf of goods and services received from the Vendor does not constitute waiver of these warranty provisions.

**CLEAN UP AFTER PROJECT IS COMPLETED:** All unusable materials and debris shall be removed from the City premises. At completion, the successful Vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the City's Project Manager(s).

**LOCAL 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 subcontractors 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 subcontractors 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 subcontractor 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 subcontractor 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 subcontractor 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 subcontractor amounts included in its bid, a business must certify the accuracy of the contents of the subcontractor's Local Business Designation application submitted pursuant to this Section. The City Manager may grant a Local Business Designation to a business and/or subcontractor if such business and/or subcontractor 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 subcontractor 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 subcontractor 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 subcontractor 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 subcontractor 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 subcontractor 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 subcontractor 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 subcontractor 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, Subcontractor 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), February 20, 2018. Copies of the Local Business Preference Ordinance may be obtained by contacting the Procurement Department, City Hall, 101 West 8<sup>th</sup> Street, Glenwood Springs, Colorado, 81601 (970-384-6445). Or view the Municipal Code online at [www.cogs.us](http://www.cogs.us).**

#### **CONTENTS OF OFFER:**

- A. General Conditions. Vendors are required to submit their Offers in accordance with the following expressed conditions:
1. Vendors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and services as required by the conditions of the Solicitation. No plea of ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of the City or the compensation to the Vendor.
  2. Vendors are advised that all City contracts are subject to all legal requirements contained in the City procurement policies, the Purchasing Department's procedures and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.
  3. Vendors are required to state exactly what they intend to furnish to the City via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in the Vendor's Offer, it shall be construed that the Vendor's Offer fully complies with all conditions identified in this Solicitation.
  4. City of Glenwood Springs intends and expects that the contracting processes of the City and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the City as subcontractors, vendors, or otherwise. Accordingly, the

Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (**joint ventures are encouraged**). The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the City upon the City's request.

5. All Offers and other materials submitted in response to this Solicitation shall become the property of the City of Glenwood Springs.

B. Clarification and Modifications in Terms and Conditions

1. If any Vendor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Vendor must submit a **written request** for clarification to the City's Contact person as stated in the Special Terms and Conditions. The Vendor submitting the request shall be responsible for ensuring that the request is received by the City at least five calendar days prior to the scheduled Solicitation opening or as stated in the Special Terms and Conditions.

**Any official interpretation of this Solicitation must be made, in writing, by an agent of the City's Procurement 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 Procurement Department.**

The City shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. The Vendor shall certify its acknowledgment of the addendum by signing the addendum and returning it with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C. Prices Contained in Offer--Discounts, Taxes, Collusion

1. Vendors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Offers; discounts for periods of less than twenty days, however, will not be considered in making the award.
2. Vendors shall not include federal, state, or local excise or sales taxes in prices offered, as the City is exempt from payment of such taxes.
3. The Vendor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, or with the City. The Vendor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the City's public procurement process, all Vendors are hereby placed on notice that any and all Vendors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

**PREPARATION AND SUBMISSION OF OFFER:**

A. Preparation

1. The Offer must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Vendor must be initialed **in blue ink** by the authorized agent of the Vendor.
2. Offers must contain, **in blue ink**, a manual signature of an authorized agent of the Vendor in the space provided on the Solicitation cover page. **The original cover page of this Solicitation must be included in all Offers. If the Vendor's authorized agent fails to sign and return the original cover page of the Solicitation, its Offer shall be invalid and shall not be considered.**

3. Unit prices shall be provided by the Vendor on the Solicitation's Specification and Pricing Form when required in conjunction with the prescribed method of award and **shall be for the unit of measure requested**. Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive and may not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
4. Alternate Offers will not be considered unless expressly permitted in the Specification's Special Terms and Conditions.
5. The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.

B. Submission

1. The Offer shall be sealed in an envelope with the vendor's name and the bid number on the outside. **Responses may also be submitted electronically to [bidresponse@cogs.us](mailto:bidresponse@cogs.us) no later than the required time and date. Include BID #BD2018-005 in the subject line of the email.**
2. Unless otherwise specified, when a Specification and Pricing form is included as a part of the Solicitation, it must be used when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the City. No other form shall be accepted.
3. Offers submitted via facsimile machines will not be accepted.
4. Vendors which qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their Offers. The City reserves the right to declare Vendors' Offers as non-responsive if any of these alternate terms and conditions are in conflict with the City's terms and conditions, or if they are not in the best interests of the City.

C. Late Offers. Offers received after the date and time set for the opening shall be considered non-responsive and returned unopened to the Vendor.

D. Vendor Information Form. All Vendors are required to complete the Vendor Information Form that is included with this solicitation.

### **MODIFICATION OR WITHDRAWAL OF OFFERS**

A. Modifications to Offers. Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted to the City's Purchasing Department must have the Vendor's name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the City's Purchasing Department will be considered the valid modification.

B. Withdrawal of Offers

1. Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.
2. In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If an Offer is withdrawn by the Vendor during this ninety day period, the City may, at its option, suspend the Vendor from the bid list and may not accept any Offer from the Vendor for a six month period following the withdrawal.

### **REJECTION OF OFFERS:**

A. Rejection of Offers. The City may, at its sole and absolute discretion:

1. Reject any and all, or parts of any or all, Offers submitted by prospective Vendors;

2. Readvertise this Solicitation;
  3. Postpone or cancel the process;
  4. Waive any irregularities in the Offers received in conjunction with this Solicitation to accept an offer(s) which has additional value or function and/or is determined to be more advantageous to the City;
  5. and/or Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the City.
- B. Rejection of a Particular Offer. The City may, at its sole and absolute discretion, reject an offer under any of the following conditions:
1. The Vendor misstates or conceals any material fact in its Offer;
  2. The Vendor's Offer does not strictly conform to the law or the requirements of the Solicitation;
  3. The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation's Special Terms and Conditions;
  4. The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation's Special Terms and Conditions and/or Technical Specifications; or
  5. The Offer has not been executed by the Vendor through an authorized signature on the Specification's Cover Sheet.
- C. Elimination From Consideration
1. An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the City upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the City.
  2. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the City, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.
- D. The City reserves the right to waive any technical or formal errors or omissions and to reject any and all bids, or to award contract for the items hereon, either in part or whole, if it is deemed to be in the best interest of the City to do so.

**APPEAL OF AWARD.**

- A. Right to protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may file a protest as follows:
1. Prior to bid opening. If the course of the protest is known or should have been known to the aggrieved person prior to the opening of bids, such protest must be presented, if at all, to the City Manager as soon as it becomes known or should have become known but no later than the close of business on the day prior to the bid opening.
  2. After bid opening. If the cause of the protest is known or should have been known to the aggrieved person after the bid opening, such protest must be presented, if at all, to the City Council within two (2) business days after the bid opening but, in no event, later than the bid award.
- (b) Form of protest. The bid protest shall be in writing and specify the exact grounds for the protest. Any grounds not set forth in the written protest shall be waived.
- (c) Determination of protest.
- (1) By the City Manager. Bid protests made to the City Manager shall be decided by the City Manager as soon as is practicable after receipt of the protest but, in any event, no later than one hour prior to the

bid opening. Such decision shall be in writing. In the event the decision is such and so substantial that other bidders or prospective bidders may desire to modify their bid proposals, the City Manager shall give notice of such decision to all bidders and prospective bidders of such decision. If insufficient time remains prior to the bid opening for bidders and prospective bidders to modify their bid proposals, then the City Manager at the place and time for bid opening can announce a reasonable continuance of the bid opening. No further public notice will be required except that all bidders who have submitted proposals as of the original time for bid opening and who are not present at the bid opening shall be given prompt written notice of the continuance of the bid opening and the reason for such continuance.

(2) By the City Council. Any person aggrieved by the decision of the City Manager may appeal his/her decision to the City Council, which appeal shall be decided, if practicable, prior to bid opening or, if not practicable, then prior to the award of bids. If the City Manager determines it to be in the best interests of the City when an appeal is made of his/her decision pursuant to this Paragraph, he/she may continue the bid opening in accordance with the provisions of this Subsection. If a bid protest is made to Council pursuant to Paragraph 010.060.160(a)(1), Council shall make a determination of the protest prior to bid award. If Council determines that the bid protest is appropriate, it may, but need not, determine to rebid the contract. The decision of Council shall be final from which an appeal to Court in accordance with the laws of the State, may be taken. Such appeal must be filed within ten (10) days of Council's decision or it shall be waived.

(d) Waiver. The failure of an aggrieved person to make a bid protest or an appeal of the same in accordance with the terms of this Section shall be deemed to be a waiver of such protest.

**BID FORM**

FOR: \_\_\_\_\_  
(Project Name)

TO: \_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City) (State) (Zip)

GENTLEMEN:

The undersigned (hereafter called the Bidder), a \_\_\_\_\_  
(Corporation, Partnership or Individual)

\_\_\_\_\_, organized and/or doing business under the laws of the

State of \_\_\_\_\_, hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the completion of all work stipulated in, required by, and in accordance with, the proposed contract documents hereto attached and the plans and other documents referred to therein (as altered, amended or modified by all addenda thereto). All in accordance with the Drawings, Specifications and other Contract Documents prepared by \_\_\_\_\_, for the sum as stated in the totals for the items bid, plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the requirements of the Supplemental Conditions, Technical Specifications and with the unit and/or lump sum prices stated in the items bid form attached hereto.

The undersigned has examined the location of the proposed work, the Drawings, Specifications and other Contract Documents and is familiar with the local conditions at the place where the work is to be performed.

The undersigned Bidder hereby agrees to commence work under this contract on or before a date specified in the "Notice to Proceed" and to fully complete the project within 90 consecutive calendar days thereafter.

**The undersigned bidder further agrees to pay as liquidated damages, the sum of \$250.00 for each consecutive day thereafter as hereinafter provided in the Supplemental Conditions.**

The undersigned bidder hereby acknowledges receipt of any and all of the following Addenda:

<u>Addendum No.</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____
_____	_____

**BID FORM (continued)**

The proposal guaranty, the performance and payment bond, time of completion and other requirements related to the proposal shall be in accordance with either the Supplementary Conditions, Technical Specifications, Contract Documents or the items listed below:

OTHER REQUIREMENTS BY OWNER:

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In the event this Proposal is selected and a contract awarded to the undersigned, the following surety or sureties will sign the required Performance and Payment Bond:

_____	_____
_____	_____
_____	_____

The following bid items form a part of the proposal:

DATE \_\_\_\_\_

Signature:

If an Individual: \_\_\_\_\_ doing

business as \_\_\_\_\_

If a Partnership: \_\_\_\_\_

By \_\_\_\_\_, member of Firm

If a Corporation: \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**(Bid Form Continued)**

ATTEST: \_\_\_\_\_  
Secretary

(CORPORATE SEAL)

Business Address of Bidder \_\_\_\_\_  
\_\_\_\_\_

If Bidder is a corporation, supply the following information:

State in which incorporated \_\_\_\_\_

Name and address of its:

President \_\_\_\_\_  
\_\_\_\_\_

Secretary \_\_\_\_\_  
\_\_\_\_\_



## SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES is made this \_\_\_\_ day of \_\_, 2018 between the CITY OF GLENWOOD SPRINGS, a municipality under the laws of the State of Colorado ("City"), and \_\_\_\_\_, a Colorado corporation ("Contractor").

### WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Scope of Agreement. Contractor agrees to provide the City with \_\_\_\_\_ services for the City's \_\_\_\_\_, as more fully identified on Exhibit A attached hereto and incorporated herein. All signage, advertising, and media communications shall be approved by the City prior to dissemination by Contractor.

2. Consideration. The City agrees to compensate Contractor for its fees and services in an amount not to exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00). Contractor shall submit a bill for approval and payment on a monthly basis until completion of the services.

3. Term. This Agreement shall be effective as of \_\_\_\_\_, 2017 and shall extend until \_\_\_\_\_, 2017, or unless earlier terminated due to completion of the services identified in Exhibit A or pursuant to this Agreement. Contractor represents, covenants, and agrees that it will not undertake any obligations or make any commitments that will limit or prevent timely completion of this Agreement.

4. Agreement Subject to Appropriations. It is expressly understood and agreed that the City's performance of this Agreement is subject to appropriations being made by the City Council of the City of Glenwood Springs. In the event City Council fails to make or maintain sufficient appropriations to pay any costs incurred under this Agreement, the Agreement shall be terminated immediately.

5. Status. Contractor is an independent contractor and shall not be considered an employee or agent of the City for any purpose. Contractor is not entitled to workers' compensation benefits and is obligated to directly pay all federal and state income tax obligations on compensation earned under this Agreement.

6. Employees and Subcontractors. The providing of professional services required under Section 1 of this Agreement shall be the responsibility of the Contractor. Contractor may employ or subcontract with additional persons to assist in the performance of this Agreement. Supervision and payment of any such persons shall be the sole and exclusive responsibility of Contractor.

7. Standard of Care. The standard of care applicable to Contractor's services will be the same degree of care, skill, and diligence employed by highly competent professionals performing the same or similar services. In case of any conflict between the interests of the City and any other entity, the Contractor shall fully and immediately disclose the issue to the City and shall take no action contrary to the City's interests.

8. Indemnity. To the extent permitted by law, each party to this Agreement shall hold harmless and indemnify the other party, including the other party's employees, officers, agents, and assigns, from award of damages, to the extent such award of damages arises from the action or inaction of that party's own officers, employees and agents.

9. Responsibilities. Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the City from any claims or actions brought against by reason thereof. Contractor's obligation to indemnify the City as set forth in this Agreement shall survive the termination or expiration of this Agreement. Contractor or its insurer(s) shall pay all claims and losses of any nature whatsoever 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.

10. Insurance. Contractor agrees to provide proof of general liability insurance to the City, which names the City as an additional insured thereunder, with appropriate endorsements and with single limit liability coverage of at least One Million Dollars (\$1,000,000.00) and proof of professional liability insurance coverage of at least One Million Dollars (\$1,000,000.00) for each claim and aggregate limit. Contractor shall maintain this insurance for the term of this Agreement.

10.1 Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of Contractor's indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

10.2 It is understood and agreed, for the benefit of the City, that the following additional considerations shall apply to all coverage specified herein:

10.2.1 All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.

10.2.2 The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.

10.2.3 Advice of renewal is required.

10.3 It is understood and agreed that should any policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized agent shall give notice to the City in accordance with policy provisions.

11. Governmental Immunity. Nothing herein shall be interpreted as a waiver of governmental immunity, to which the City would otherwise be entitled under §24-10-101, et seq., C.R.S., as amended.

12. Termination. If at any time the City is dissatisfied with the services of Contractor for any reason whatsoever, the City may terminate this Agreement effective immediately upon the delivery of written notice to Contractor. In the event of any such termination, the City shall pay Contractor for services rendered to the date of termination. In the event of such termination, Contractor shall promptly deliver to the City all drawings, computer programs, computer input and output, plans, photographic images, analyses, tests, maps, surveys, and written materials of any kind generated in the performance of its services under this Agreement up to and including the date of termination.

13. Agreement Administration and Notice. For purposes of administering this Agreement, the City's \_\_\_\_\_ will represent the City in carrying out the purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the City: City Manager  
City of Glenwood Springs  
101 West 8th Street  
Glenwood Springs, CO 81601

Copy to: City Attorney  
City of Glenwood Springs  
101 West 8<sup>th</sup> Street  
Glenwood Springs, CO 81601

To the Contractor:

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time in writing and signed by both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

15. No Assignment. Neither party shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

16. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Venue for any action instituted pursuant to this Agreement shall lie in Garfield County, Colorado.

17. Authority. Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

18. No Third Party Beneficiaries. The parties intend no third party beneficiaries under this Agreement. Any person other than the City or Contractor receiving services or benefits under this Agreement is an incidental beneficiary only.



**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 \_\_\_\_\_, 2018, and Instruction to Bidders.

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

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND and 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 as null and void and your BID SECURITY will be forfeited immediately to said OWNER as an agreed of liquidated damages

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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 \_\_\_\_\_, 2018.

By \_\_\_\_\_

Title \_\_\_\_\_

Telephone \_\_\_\_\_

**NOTICE TO PROCEED**

To: (Contractor) \_\_\_\_\_ Date: \_\_\_\_\_, 2018  
(Address) \_\_\_\_\_ Project: \_\_\_\_\_  
(City, State, Zip) \_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 2018 on or before \_\_\_\_\_, 2018 and you are to complete the WORK within \_\_\_\_ consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_, 2018

City Of Glenwood Springs  
(OWNER)

By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by \_\_\_\_\_,  
(CONTRACTOR)

this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By \_\_\_\_\_  
Title \_\_\_\_\_  
Telephone \_\_\_\_\_

**CHANGE ORDER**

Order No. \_\_\_\_\_

Date \_\_\_\_\_

Agreement Date \_\_\_\_\_

NAME OF PROJECT: \_\_\_\_\_

\_\_\_\_\_

OWNER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

**Change to CONTRACT PRICE:**

Original CONTRACT PRICE: \$ \_\_\_\_\_

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ \_\_\_\_\_

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by  
\$ \_\_\_\_\_

The New CONTRACT PRICE including this CHANGE ORDER will be \$ \_\_\_\_\_

**Change to CONTRACT TIME:**

The CONTRACT TIME will be (increased) (decreased) by \_\_\_\_\_ calendar days.

The date for completion of all work will be \_\_\_\_\_ (Date).

**APPROVALS REQUIRED:**

Approved by Project Manager: \_\_\_\_\_

Accepted by Contractor: \_\_\_\_\_

Accepted and Approved by Owner: \_\_\_\_\_

Federal Agency Approval (where applicable): \_\_\_\_\_



City of Glenwood Springs  
Procurement Department  
101 West 8<sup>th</sup> Street  
Glenwood Springs, CO 81601

**INVITATION TO BID BD 2018-005**

**SPECIFICATION AND PRICING FORM**

**Scope of Work**

The City of Glenwood Springs is seeking a vendor to remove and replace interior **and** exterior window seals/glazing at City Hall, 101 W 8<sup>th</sup> Street, Glenwood Springs, Colorado, 81601 in the following areas:

1. South side
2. West side
3. North side
4. East side

- **Window seal must meet industry standards and City Code requirements.**
- **Manufacturer/style of window seal must be approved by the City Building Department.**
- **Contractor must provide all rental equipment to complete this project.**
- **All windows shall be cleaned upon completion of the project.**
- **Contractor must remove and dispose of existing window seals.**
- **Work areas must be kept as clean as work allows, and be cleaned and organized at the end of each day**
- **Contractor must provide a safety plan to protect City employees and residents of the City while work is on-going.**

**WARRANTY SHALL BE SUPPLIED IN WRITTEN FORM:** The Vendor shall supply a copy of its written warranty certificates with its Response. If this written warranty is not provided in the Response, the Vendor may be given the opportunity to submit these certificates to the City during the Response evaluation period in its best interest. The warranty supplied by the Vendor shall remain in force for the full period identified by the Vendor, regardless of whether the Vendor is under contract with the City at the time of defect. Any payment by the City on behalf of goods and services received from the Vendor does not constitute waiver of these warranty provisions.

**Manufacturer of window seal being bid:** \_\_\_\_\_

**Exceptions taken to the Scope of Work/Specifications must be listed below:**

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**PRICING SHEET:**

1. South Side: bidding \$ \_\_\_\_\_ interior seal replacement  
Bidding \$ \_\_\_\_\_ exterior seal replacement  
TOTAL: \$ \_\_\_\_\_  
bidding \_\_\_\_\_ total days for completion on this side of the building

2. West Side: bidding \$ \_\_\_\_\_ interior seal replacement  
Bidding \$ \_\_\_\_\_ exterior seal replacement  
TOTAL: \$ \_\_\_\_\_  
bidding \_\_\_\_\_ total days for completion on this side of the building

3. North Side: bidding \$ \_\_\_\_\_ interior seal replacement  
bidding \$ \_\_\_\_\_ exterior seal replacement  
TOTAL: \$ \_\_\_\_\_  
bidding \_\_\_\_\_ total days for completion on this side of the building

4. East Side: bidding \$ \_\_\_\_\_ interior seal replacement  
bidding \$ \_\_\_\_\_ exterior seal replacement  
TOTAL: \$ \_\_\_\_\_  
bidding \_\_\_\_\_ total days for completion on this side of the building

5. Have you provided copies of City issued or industry issued licenses? \_\_\_ yes \_\_\_ no

6. Have you provided copies of certificates of insurance as specified in the bid documents? \_\_\_ yes \_\_\_ no

7. Have you provided the written warranty certificate? \_\_\_ yes \_\_\_ no

Have you filled in all the blanks listed above? \_\_\_ yes \_\_\_ no

**SUBMITTED BY:**

Name \_\_\_\_\_

ADDRESS \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Corporate Seal**



Firm Name \* \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

\* Insert " Corporation, Partnership " etc.

Address the envelope as follows:

City of Glenwood Springs  
Procurement Department  
101 West 8<sup>th</sup> Street, Third Floor  
Glenwood Springs, CO 81601  
BD 2018-005

Responses may also be submitted electronically to [bidresponse@cogs.us](mailto:bidresponse@cogs.us) no later than the required time and date. Include #BD2018-005 in the subject line of the email.

**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 subcontractor that fails to certify to Contractor that the subcontractor 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, 104<sup>th</sup> Congress, as amended, and expanded in Public Law 156, 108<sup>th</sup> 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 subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:

(a) notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

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.

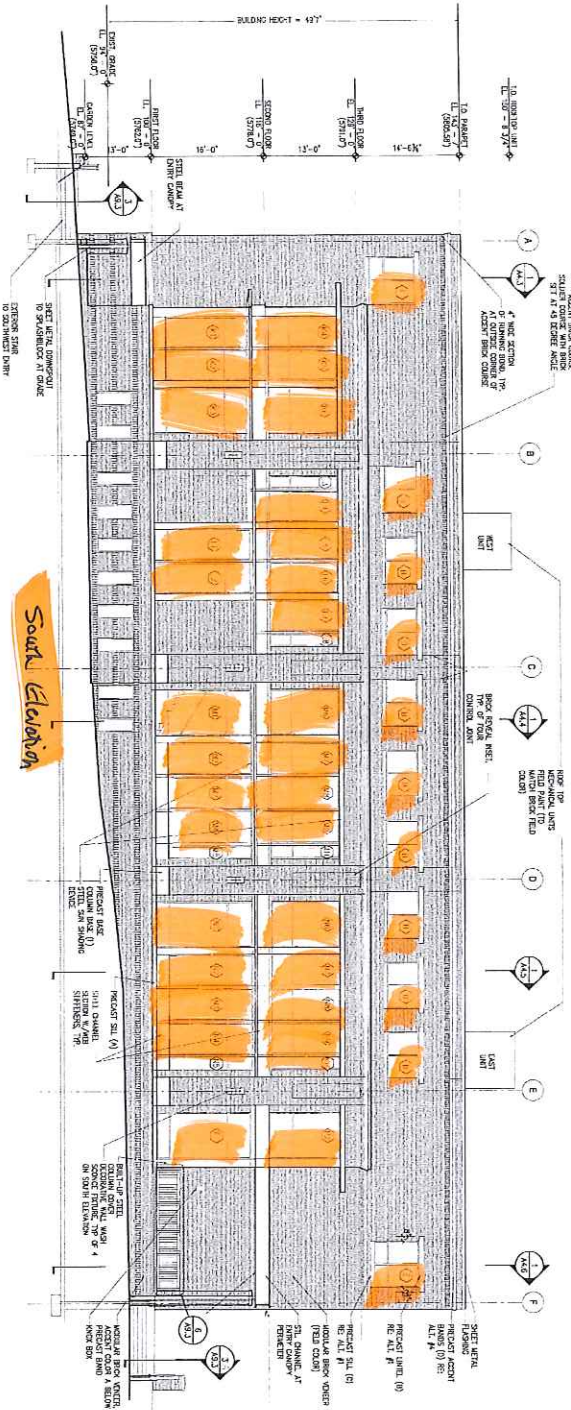
9. If Contractor violates this Addendum, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of said violation.

CONTRACTOR

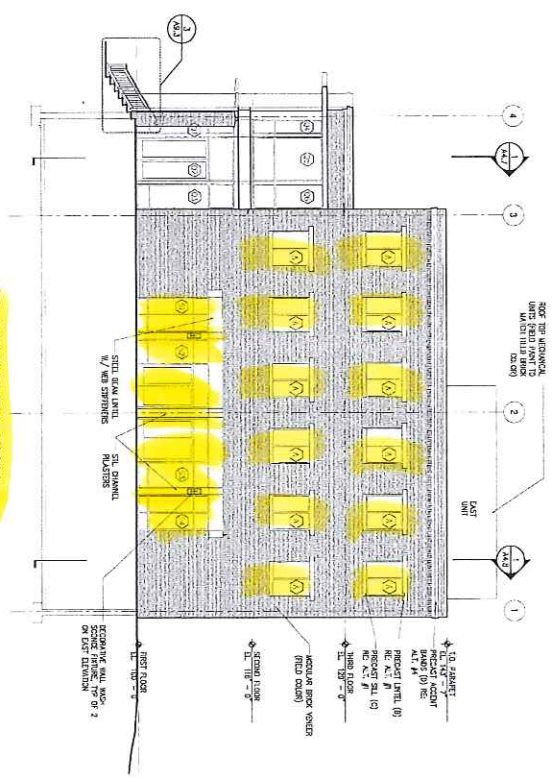
DATE: \_\_\_\_\_

BY: \_\_\_\_\_

EXHIBIT A



FILE COPY 1  
SHEET 1 OF 2  
DATE: 07/19/2001



SCALE: 1/8" = 1' - 0"  
SHEET NUMBER: AA.1

PROJ. NO. J1901.00  
DRAWN: JMB  
CHECKED: JMB  
CADD TITLE: EXTERIOR ELEVATIONS  
DATE: 07/19/2001  
REVISIONS:

Glenwood Springs Municipal Building  
Glenwood Springs, Colorado

ETKIN  
SKANSKA USA

OZ  
ARCHITECTURE  
327 1/2-Div. Drive  
Suite 102  
Durham, Colorado 80435  
phone: 970.532.7171

