

City of Glenwood Springs



Purchasing Department
101 West 8th Street
Glenwood Springs, CO 81601
INVITATION TO BID BD 2015-044
COVER SHEET

Date: November 6, 2015
 Bid number: BD 2015-044
 Bid title: **FITNESS EQUIPMENT**
 Bids will be received until: December 4, 2015
 4:00 p.m., local time
 at 101 West 8th Street, Purchasing
 Department, Glenwood Springs,
 Colorado 81601

Goods or services to be delivered to or performed at: Community Center
 100 Wulfsohn Road
 Glenwood Springs, CO 81601

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

Documents included in this package: Invitation to Bid Cover Sheet
 Special Terms and Conditions
 Specification and Pricing Form
 Addendum to Professional Services
 Exhibits A, B, and C

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

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

101 West 8th Street

Glenwood Springs, CO 81601

INVITATION TO BID BD 2015-044

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's bid.

November 6, 2015 & November 23, 2015	Advertise
November 27, 2015	Deadline for submitting questions
December 1, 2015	Local Preference Due
December 4, 2015	Bid deadline

PURPOSE OF SOLICITATION - TO ESTABLISH A CONTRACT FOR EQUIPMENT: The purpose of this Solicitation is to purchase **FITNESS EQUIPMENT** as specified herein from a source(s) of supply that will give prompt and efficient service to the City.

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.

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.

EQUIPMENT SHALL BE NEW AND MOST RECENT MODEL AVAILABLE: The equipment being offered by the Vendor shall be new and the most recent model available. Any optional components which are required in accordance with the Specifications shall be considered standard equipment for purposes of this Solicitation. Demonstrator models will not be accepted. Omissions of any essential detail from these Specifications does not relieve the Vendor from furnishing a complete unit. The unit shall conform to all applicable OSHA., State of Colorado, and Federal safety requirements. All components, including but not limited to assists, wiring, accessory mounting, parts, connectors and adjustments, are to be in accordance with current SAE. standards and recommended practices. The engineering, materials and workmanship shall exhibit a high level of quality and appearance consistent with, or exceeding, industry standards.

METHOD OF AWARD - AGGREGATE: It is the intent of the City to award this contract to the responsive, responsible Vendor who offers all items and whose pricing offers the lowest cost when all items are added in the aggregate and whose Offer will be most advantageous to the City. Notwithstanding, the City reserves the right to alter this method of award if such alteration results in a cost savings to the City.

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 three 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.

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 seven 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.

PRICES TO BE FIRM ON ITEMS LISTED ON THE ATTACHED SPECIFICATION AND PRICING FORM ON A NET UNIT PRICE BASIS: The Vendor shall submit firm Offers on the items listed on the attached Pricing Form on a net unit price basis. All shipping and handling charges, trade discounts, and terms of payment must be reflected within the net unit price.

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:

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, as required.

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

DEFICIENCIES, DEFECTS AND/OR DAMAGES TO PRODUCTS SHALL BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies, defects and/or damages in equipment or products delivered to the City in accordance with this Solicitation. All corrections shall be made within 14 calendar days after such deficiencies, defects and/or damages are verbally reported to the Vendor by the Purchasing Department. The Vendor shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.

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.

RESPONSE TO QUESTIONS: Questions which arise during the response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, in writing, via fax, email or U.S. mail, to Ricky Smith, Purchasing Agent, Purchasing Department, City of Glenwood Springs, 101 West 8th Street, Glenwood Springs, Colorado 81601, ricky.smith@cogs.us fax number 970-945-4388. The vendor submitting the question shall be responsible for ensuring that the question is received by the buyer at least seven (7) calendar days prior to the scheduled opening of the Solicitation.

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

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.

GOVERNMENT STANDARDS AND REQUIREMENTS: All items or services to be purchased or supplied in conjunction with this Solicitation shall be in accordance with all federal, state and local governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH) and the National Fire Protection Association (NFPA), and the National Electric Code (NEC).

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

WARRANTY SHALL BE FOR SPECIFIC PERIOD: In addition to all other warranties that may be supplied by the Vendor, the Vendor shall warrant its equipment and/or service against faulty labor and/or defective material for a minimum period of three years after the date of acceptance of the labor, materials and/or equipment by the City. This warranty requirement shall remain in force for the full period identified above, 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.

SERVICE CALL:

A Vendor's response time must be within 24 hours of notification of a needed service call. Also, repairs must be within 72 hours (3 days) or the vendor must supply a "loaner" unit for the Recreation Center until repairs are completed.

LIQUIDATED DAMAGES FOR LATE REPAIR TIME: Upon failure of the Vendor to repair fitness equipment in accordance with the Specifications, and to the satisfaction of the City within the time stated, the Vendor shall be subject to charges for liquidated damages in the amount of \$ 90.00 for each and every calendar day that the product is not delivered to, and accepted by, the City. As compensation due to the City for loss of use and for additional costs incurred by the City due to such non-completion of work, the City shall have the right to deduct said liquidated damages from any amount due or that may become due to the Vendor under this agreement or to invoice the Vendor for such damages if the costs incurred exceed the amount due to the Vendor.

LOCAL PREFERENCE:

010.050.080 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), December 1, 2015. Copies of the Local Business Preference Ordinance may be obtained by contacting the Purchasing Department, City Hall, 101 West 8th Street, Glenwood Springs, Colorado, 81601 (970-384-6445). Or view the Municipal Code online at www.ci.glenwood-springs.co.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. 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 Purchasing Department who is authorized to act on behalf of the City. The City shall not be responsible for interpretations offered by employees of the City who are not agents of the City's Purchasing Department.**
- 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.
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 or email 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, 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 bids, 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 bids 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.

CATALOG SHALL BE SUBMITTED WITH RESPONSE: Vendors shall submit one copy of its equipment catalogs with this Response. Catalogs should provide information required in evaluation criteria. Upon request, the Vendor shall provide additional sets of its catalogs at any time during the contractual period and at no cost to the City.

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.

DEMONSTRATION OF EQUIPMENT MAY BE REQUIRED DURING EVALUATION: After the Responses are opened by the City, the Vendors may be required to demonstrate the equipment which has been proposed for evaluation by, and at no cost to, the City. The purpose of the demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability vis-à-vis the performance requirements stipulated in the Solicitation. If a demonstration is required, the City will verbally notify the Vendor of such and will specify the date, time and location of the demonstration. If the Vendor fails to perform the demonstration on the specified date stipulated, the City may elect to reject the Vendor's Response or to re-schedule the demonstration in its best interest. The City shall be the sole judge of the acceptability of the equipment in conformance with the Specifications and its decision shall be final. The equipment used for the demonstration shall be the same as the manufacturer's model identified in the Vendor's Response; therefore, the demonstrated equipment shall create an expressed warranty that the actual equipment to be provided by the Vendor during the contract period shall conform to the equipment used in the demonstration. The Vendor shall be required to provide adequate restitution to the City, in the manner prescribed by the City, if this warranty is violated during the term of the contract.

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.

HOURLY RATE DEFINED: The hourly rate quoted by the Vendor shall include full compensation for labor, equipment use, travel time, and any other costs incurred by the Vendor. This rate is assumed to be at straight-time for all labor. If overtime is allowable under this Solicitation, it will be covered as a separate item in the terms and conditions.

EQUAL PRODUCT CAN BE CONSIDERED UPON RECEIPT OF INFORMATION SHEETS UNLESS OTHERWISE INDICATED: The manufacturer's name, brand name and/or model number are used in these Specifications for the sole purpose of establishing minimum requirements for level of quality, standards of performance and design required by the City and is in no way intended to prohibit offering other manufacturer's items of equal or similar material unless otherwise indicated on the Specification and Pricing Form. **Where an equal or similar product is offered, the Vendor's Response must be accompanied by two complete sets of factory information sheets (specifications, brochures, etc.).** The City shall be the sole judge of equality or similarity and its decision shall be final in its best interest. Due to the time required to evaluate and approve equal products, the City reserves the right to award items specified in this Solicitation to the lowest Vendor offering that specified item until such time as the evaluation of the equal product is completed and approved.

SUBMITTALS: The following documents must be provided in each submitted Invitation to Bid: Invitation to Bid Cover Sheet, Issued Addendum, Pricing Sheet, Warranty Information, Catalogs of fitness equipment being bid, an Addendum to Professional Services. Proposals shall be submitted at the time and place indicated in the Invitation to Bid, and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder.



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

INVITATION TO BID BD 2015-044

SPECIFICATION AND PRICING FORM

FITNESS EQUIPMENT REQUIREMENTS:

These specifications are based upon design and performance criteria, which have been developed by the City as a result of extensive research and careful analysis of the City's needs. Subsequently, these specifications reflect the only type of FITNESS EQUIPMENT that is acceptable at this time. Bids taking total exception to the bid specifications shall not be considered by the City. Further, major exceptions to the specification shall not be accepted. Certain other exceptions may be accepted if they are equal or superior to that which is specified. The City shall determine which (if any) exceptions are acceptable. The City's determination shall be final.

Bid specifications must be on the manufacturers own standard forms. In no case shall a bidder photocopy these specifications as the bidder's bid specifications. Each bidder is required to provide in the bid package to the City a complete and accurate description of the FITNESS EQUIPMENT being bid.

Fitness equipment will be purchased in January 2015.

FITNESS EQUIPMENT SPECIFICATIONS: Listed below is the fitness equipment the City is looking to purchase. The City has listed acceptable manufactures and model numbers for each item. Please state in the blanks listed below the manufacture and model of each item you will be bidding.

1. 1 – C5x Climb Mill as per attached Exhibit A

Manufacture and model number being bid: _____.

2. 2 – E5x Suspension Elliptical as per attached Exhibit B

Manufacture and model number being bid: _____.

3. 1 – A5x Ascent Trainer as per attached Exhibit C

Manufacture being bid: _____.

SERVICE CALL:

A Vendor's response time must be within 24 hours of notification of a needed service call. Also, repairs must be within 72 hours (3 days) or the vendor must supply a "loaner" unit for the Recreation Center until repairs are completed.

Pricing:

1. Bidding \$ _____ total amount for 1 – C5x Climb Mill (or approved equal), as per attached Exhibit A.

Bidding _____ total days for delivery of 1 - C5x Climb Mill (or approved equal).

2. Bidding \$ _____ total amount for 2 – E5x Suspension Elliptical (or approved equal), as per attached Exhibit B.

Bidding _____ total days for delivery of 2 - E5x Suspension Elliptical.

3. Bidding \$ _____ total amount for 1 – A5x Ascent Trainer (or approved equal), as per attached Exhibit C.

Bidding _____ total days for delivery of 1 - A5x Ascent Trainer.

Total bid price (include all bid items 1, 2, and 3). \$ _____

Bidding \$ _____ hourly rate for services not covered under warranty.

Bidding response time for repairs of fitness equipment: _____.

Will a loaner unit be available if repairs cannot be made within 72 hours? Yes _____
No _____

State warranty being issued for fitness equipment: _____

Does your offer comply with all the terms and conditions? If no, indicate exceptions. Yes _____
No _____

Does your offer meet or exceed all specifications? If no, indicate exceptions. Yes _____
No _____

State percentage of prompt payment discount, if offered. _____ %

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
Purchasing Department
101 West 8th Street
Glenwood Springs, CO 81601
Bid #BD 2015-044**

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, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, and jointly administered by the Department of Homeland Security and the Social Security Administration, or its successor program (hereinafter, "E-Verify Program") or will participate in the "Department Program" as established in §8-17.5-102(5)(c), C.R.S., as amended, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
3. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in the E-Verify Program or the Department Program.
4. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
5. If Contractor obtains actual knowledge that a 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: _____