



Financial Services
Purchasing Division
215 N. Mason St. 2nd Floor
PO Box 580
Fort Collins, CO 80522

970.221.6775
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REQUEST FOR PROPOSAL 7540 ELEVATOR MAINTENANCE & REPAIR

The City of Fort Collins is requesting proposals from qualified firms for Elevator Maintenance and Repair Services per the following Request for Proposal. Firms will be expected to provide elevator maintenance, repair, and inspection services on a variety of make and model elevators using experienced and certified technicians.

Proposals submission via email is preferred. Proposals shall be submitted in Microsoft Word or PDF format and e-mailed to: purchasing@fcgov.com. If electing to submit hard copy proposals instead, five (5) copies, will be received at the City of Fort Collins' Purchasing Division, 215 North Mason St., 2nd floor, Fort Collins, Colorado 80524. **Proposals will be received before 3:00 p.m. (our clock), August 20, 2013 and referenced as Proposal No. 7540.** If delivered, they are to be sent to 215 North Mason Street, 2nd Floor, Fort Collins, Colorado 80524. If mailed, the address is P.O. Box 580, Fort Collins, 80522-0580.

The City encourages all disadvantaged business enterprises to submit proposals in response to all requests for proposals and will not be discriminated against on the grounds of race, color, national origin for all proposals for negotiated agreements.

A pre-proposal meeting will be held 10:00am on July 30, 2013 in Conference Room 1a located at 215 N Mason, Fort Collins. At the conclusion of the meeting, City personnel will conduct an elevator tour.

Questions concerning the scope of the project should be directed to Project Manager, Bruce Byrne at (970) 566-7035 or bbyrne@fcgov.com.

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

A copy of the Proposal may be obtained as follows:

1. Download the Proposal/Bid from the BuySpeed Webpage, www.fcgov.com/eprocurement

The City of Fort Collins is subject to public information laws, which permit access to most records and documents. Proprietary information in your response must be clearly identified and will be protected to the extent legally permissible. Proposals may not be marked 'Proprietary' in their entirety. Information considered proprietary is limited to material treated as confidential in the normal conduct of business, trade secrets, discount information, and individual product or service pricing. Summary price

information may not be designated as proprietary as such information may be carried forward into other public documents. All provisions of any contract resulting from this request for proposal will be public information.

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

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

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

Sincerely,

Gerry S. Paul
Director of Purchasing & Risk Management

REQUEST FOR PROPOSALS 7540 ELEVATOR MAINTENANCE AND REPAIR

GENERAL

The City of Fort Collins is soliciting proposals from qualified firms for **Elevator Maintenance and Repair** Services per the following Request for Proposal. Firms will be expected to provide elevator maintenance, repair, and inspection services on a variety of make and model elevators using experienced and certified technicians.

The City of Fort Collins has 25 elevators of various makes and models, along with an Otis stage lift. A complete list of elevators is included below.

A pre-proposal meeting will be held 10:00am on July 30, 2013 in Conference Room 1a located at 215 N Mason, Fort Collins. At the conclusion of the meeting, City personnel will conduct an elevator tour.

It is the City's intention to enter into a full maintenance agreement covering the maintenance, inspection, and repair of elevators, except where the age or condition of the elevator makes such agreement impractical.

Firms should propose a complete solution to the City's elevator maintenance needs, using:

1. Standard maintenance agreements
2. Time and materials agreements
3. Other solutions, as appropriate

1. Definitions:

- A. The term elevator, as used in these documents, includes all components required to constitute a complete and usable elevator device, but excluding smoke and fire sensors not specifically a part of the elevator controls, main lines, power switches, breakers and feeders to controller and structural components of the building in which the elevator is installed.
- B. The term "maintenance" as used in these documents, refers to a scheduled, cyclical, system of inspection, adjustment, lubrication, and cleaning required to sustain the usability and reliability of the component elevator system.
- C. The term "repair" as used in these documents, refers to restoration, or replacement of a failed or worn out part or component.

2. Manufacture (make) and Location of elevators:

#	Location	Make	Model	Installed	Floors	Door	Capacity	Third Party Insp.
1	215 N Mason - East unit	Schindler	MPH II - EOB218L	Sep-00	3	Single Speed Side Opening	2500	Yes
2	215 N Mason - West unit	Schindler	MPH II - EOB218L	Sep-00	3	Single Speed Side Opening	2500	Yes
3	300 Laporte - City Hall	Dover	Relay Logic	1977	2	Center opening, front & rear	1800	Yes
4	300 Laporte - Old Police	Westinghouse	Relay Logic D2-218	1979	4	Single Speed Side Opening, 3-front, 1-rear	2500	Yes
5	1599 City Park Ave City Park Center	Schindler	MPH II	Jul-91	2	Single Speed Side Opening	2500	Yes
6	1441 E Horsetooth, Collindale	Schindler	330A	Aug-02	2	Single Speed Side Opening	2100	Yes
7	1801 Riverside, EPIC	Montgomery	MIPROM	Jul-87	2	Single Speed Side Opening	2500	Yes
8	201 Peterson, Library	Dover	Selective Elective Relay Logic	Mar-76	2	Single Speed Side Opening, 2-front, 2-rear	2000	Yes
9	417 West Magnolia Lincoln Center	Otis	Stage lift	Apr-78	n/a	n/a		no
10	424 West Mulberry Mulberry Pool	Schindler	MPH II	Jun-92	2	Single Speed Side Opening	2000	Yes
11	200 Mathews, Museum	Dover	Relay Logic	Mar-76	3	Single Speed Center Opening, 2-front, 1-rear	1800	Yes
12	112 East Willow Northside Center	Kone	KCM 831	2007	2	Single Speed Side Opening	2000	Yes
13	120 North Mason South unit at CCPG	Schindler	300 A	Feb-99	4	Single Speed Center Opening	2500	Yes
14	120 North Mason North unit at CCPG	Schindler	300 A	Feb-99	4	Single Speed Center Opening	2500	Yes
15	104 Remington St Old Town PG	Motion Control	IMO	Aug-01	4	Single Speed Center Opening	2500	Yes
16	221 Timberline New Police Bldg, #1 unit	Schindler	330 A	Dec-06	3	Single Speed Center Opening, 3-front, 1-rear	2500	Yes
17	221 Timberline New Police Bldg, #2 unit	Schindler	330 A	Dec-06	2	Single Speed Center Opening, 2-front, 1-rear	2500	Yes
18	221 Timberline New Police Bldg, #3 unit	Schindler	330 A	Dec-06	3	Two Speed Side Opening	4500	Yes
19	1200 Raintree Drive Senior Center	Schindler	MPH II	Mar-94	3	Single Speed Side Opening	2500	Yes

20	281 North College	Schindler	MPH II	Feb-90	2	Single Speed Side Opening	2500	Yes
21	4316 West Laporte Water Treatment Plant	Montgomery	S411-66 (HH-S1)	1986	2	Single Speed Side Opening	2000	Yes
22	2733 Council Tree Drive	Kone #1	Cable	2008	2	Single Speed 2-front, 2-rear	2500	Yes
23	2733 Council Tree Drive	Kone #2	Cable	2008	2	Single Speed 2-front, 2-rear	2500	Yes
24	417 West Magnolia Lincoln Center	Schindler	3300	2011	3	Single Speed 2-front, 2-rear	2500	Yes
25	408 North Mason MOD	Schindler	330 A	2011	3	Single Speed 2-front, 2-rear	2500	Yes
26	4316 West Laporte Water Treatment Plant	Material lift only		?	2	Single Speed Manual Gate	1500	no

3. Service Provider to:

- A. Provide experienced and certified maintenance and repair, on all elevators specified, as set out in specific work orders.
- B. Carry insurance levels as indicated in attached Service Agreement.
- C. Clean up the job site at the end of each service or repair.
- D. Obtain any needed permits for maintenance or repair work and conform to any State or Federal requirements related to elevator services and inspections.
- E. Provide proof of personnel qualifications, to include, but not limited to: copies of licenses, school certificates, and three business letters of reference including contact person and telephone numbers.
- F. Maintain a local telephone number, or 800 number, and must be able to be contacted by telephone twenty-four hours each day; and by FAX transmission during prescribed business hours.
- G. Conduct evaluations of equipment performance, including car speed, door operation, riding quality, car leveling, and overall system operation. These evaluations will be conducted during a regularly scheduled maintenance visit with the results of the evaluations documented and reported to the appropriate City Representative.

4. Vendor Qualifications:

- A. Must have five (5) years' experience in maintenance and repair of elevator equipment under the current name of the bidders' firm.
- B. Must have adequate staff, equipment, tools, and service vehicles to be able to comply with the contract provisions, regardless of elevator make and model.

- C. Provide the names of three (3) references that can verify consistent experience in elevator maintenance and repair, for each make of elevator referenced in this document, for a period of at least two (2) years.
- D. Must designate one primary technician to be assigned to this project. One additional person will be assigned as back-up in the event of non-availability of the primary technician. Names and qualifications of the specified primary and back-up technicians must be submitted as part of the bid.

5. Maintenance Service and Repairs:

Describe your proposed maintenance contracts, covered maintenance and repairs, and list any work **not** covered under such contracts. Describe your proposed method of handling maintenance and repairs of the older elevators.

Proposals must include scheduled inspection and maintenance service for each elevator, which shall be provided every odd numbered month (Six times per year).

At a minimum the following is a scope of work to be modeled on:

PREVENTIVE MAINTENANCE SERVICE

- The preventive maintenance program performed will be in accordance with a maintenance schedule specific to the City's equipment
- Examine, lubricate, adjust, and repair/replace covered components
- Prompt callback coverage
- Safety testing
- Customer friendly and responsive communications

PREVENTIVE MAINTENANCE PROGRAM

The Preventive Maintenance Program will be performed in accordance with a maintenance schedule specific to the City's equipment. A specific service technician will be assigned to the City of Fort Collins, and back up technicians will be noted in the proposal to be available as required to give the City prompt service as required at all times. A specific account representative will be assigned to the City, and will be the primary contact for communications regarding the service agreement. Also the service provider needs to have available technical support individuals and parts inventory, at the site as needed, and from local warehouses and/or a national Service Distribution Center available for express delivery in emergencies.

EXAMINE, LUBRICATE, ADJUST, AND REPAIR/REPLACE COVERED COMPONENTS

The service provider will on a periodic basis examine, lubricate, adjust, and as needed repair or replace the Covered Components listed below.

HYDRAULIC ELEVATORS

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

Major components: Exposed piping in the Machine Room & hoistway, motor, PC boards, pump, pump unit, solid state devices, contactors, and valve.

The following items will be negotiated on a case by case basis: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; plungers, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; disposal of used oil; intercom or music systems; ventilators, air conditioners or heaters; media displays; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment; obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.)

TRACTION ELEVATORS

Basic components: Selector motors; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

Major components: Hoist motors, hoist ropes, suspension traction media, bearings for machine and sheaves, machine brake, motor generators, PC boards, sheave & sheave assemblies, solid state devices, compensation ropes and chains, and contactors.

The following items will be negotiated on a case by case basis: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover

plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; plungers, pistons, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; disposal of used oil; intercom or music systems; ventilators, air conditioners or heaters; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment; obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.)

CLEANING

The service provider will periodically clean the machine room, car top, and pit of debris related to the work in these areas.

TESTING OF SAFETY DEVICES

<u>Equipment</u>	<u>Test</u>	<u>Frequency</u>
Hydraulic	Pressure/Relief Valve	Annually
Gearless	No load	Annually
Gearless	Full load	Every 5 years

CALLBACK RESPONSE TIME

The service provider will respond to callbacks during regular working hours within an average of 4 hours of notification, and during overtime hours within an average of 6 hours of notification, unless the service provider is prevented from doing so by causes beyond control.

6. Emergency Services:

- A. Proposals must describe how emergency repair service requests will be handled, including time of response, contact procedures, and follow-up by vendor management.
- B. Proposals must specify labor rates and other charges associated with emergency repair services.

7. Work Order and Invoicing Procedure:

- A. A signed work order is the Service Provider's notice to proceed. The Service Provider will perform no work without a duly executed work order except in an

emergency situation. (emergencies are determined by the appropriate City Representative)

- B. The City Representative will issue a work order for all maintenance services annually, or separately, for each maintenance service, at his discretion.
- C. The City Representative will issue a work order for repair work on an individual occurrence basis. The City Representative may issue a field directive verbally for emergency work only. Such a field directive will be followed up with an appropriate work order at the earliest convenient time within the following seven (7) day period.
- D. Job estimates for repair not covered under a maintenance agreement must be submitted on a unit price basis consistent with the prices set forth in the Elevator Maintenance and Repair Service Agreement and any subsequent price adjustments to that agreement. Estimates must include all labor rates, trip charges and other fees described in detail.
- E. Vendor will invoice for all repair jobs completed on a unit price basis consistent with the prices set forth in the Elevator Maintenance and Repair Service Agreement and any subsequent price adjustments to that agreement. Proof of parts and material costs, if any, including appropriate markup, must be included with contractor invoices. Invoices must include all labor rates, trip charges and other fees described in detail.
- F. Invoices shall include the following information when appropriate to the service rendered:
 - 1. Name of City Representative requesting service
 - 2. Facility name and address
 - 3. Make, model, serial number of equipment
 - 4. Reported problem, if any
 - 5. Description of performance
 - 6. Diagnosis of trouble, if any
 - 7. Probable cause of malfunction, if any
 - 8. Corrective action necessary
 - 9. Listing of materials used (if any) including:
 - a. proof of parts and material costs (if any), including markup
 - b. make, model, serial number (if applicable) of parts replaced
 - c. indicate if part is under warranty
 - d. warranty expiration date
 - 10. Arrival time at Facility
 - 11. Departure time from Facility

12. Serviceman (Technicians') signature
13. Emergency Services only
 - a. - date and time call was dispatched
 - b. - regular hours
 - c. - overtime hours
 - d. - other charges and fees, detailed

8. Records and Reports:

- A. The Service Provider shall inventory all equipment applicable to each building elevator and keep records, available to Customer, of maintenance and repairs for each elevator.
- B. Report of Maintenance Inspection Service: Service Provider will provide the City with a written summary of actions taken, deficiencies noted, and recommended corrective action as a result of the maintenance inspections. The report shall be in adequate detail to enable the City to determine the condition of the equipment and whether or not additional servicing of the equipment may be required.

9. Materials and Supplies:

The Contractor shall furnish, at no additional cost to the City, all oil, grease, tools, and any other materials and supplies needed for maintenance services.

10. Replacement Parts:

All replacement parts shall be equal to or better than new factory replacement components.

11. Deficiencies Observed During Maintenance Service:

- A. During maintenance service, any problem observed, needing repairs, should be reported immediately to the City Representative. The City Representative will advise whether to make the repairs at that time.
- B. At no time shall the Service Provider do additional work above and beyond the inspection and maintenance service without the approval of the City Representative.
- C. The City Representative may require a cost estimate before approving additional work.

12. Evaluation of Proposals

An evaluation committee shall rank the interested firms based on their written proposals using the ranking system set forth below. Firms shall be evaluated on the following criteria. The award may be made based solely on an evaluation of written proposals, or

up to four firms may be selected for further evaluation via interviews. Such interviews shall be evaluated using the same criteria and rating method.

REVIEW AND ASSESSMENT

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

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

WEIGHTING FACTOR	QUALIFICATION	STANDARD
2.0	Scope of Proposal	Does the proposal show an understanding of the project objective, methodology to be used and results that are desired from the project?
2.0	Assigned Personnel	Do the persons who will be working on the project have the necessary skills? Are sufficient people of the requisite skills assigned to the project?
1.0	Availability	Can the work be completed in the necessary time? Can the target start and completion dates be met? Are other qualified personnel available to assist in meeting the project schedule if required? Is the project team available to attend meetings as required by the Scope of Work?
1.0	Motivation	Is the firm interested and are they capable of doing the work in the required time frame?
2.0	Cost and Work Hours	Do the proposed cost and work hours compare favorably with the project Manager's estimate? Are the work hours presented reasonable for the effort required in each project task or phase?
2.0	Firm Capability	Does the firm have the support capabilities the assigned personnel require? Has the firm done previous projects of this type and scope?

REFERENCE EVALUATION (TOP RATED FIRM)

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

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

13. Submittals

Proposals must include the following, generally arranged in the same order as in the RFP:

1. A complete solution for the City's elevator inspection, maintenance, and repair needs including agreements and a description of **included** and **excluded** services and repairs.
2. Labor pricing for all such inspections, maintenance and repairs, including mileage, cartage, zone pay and any other related fees or costs.
3. Replacement part mark-up percentage.
4. A list of vendor qualifications as set forth in the RFP.
5. A description of how emergency repair requests will be handled including additional labor charges, if applicable.
6. Samples of invoices, repair and inspection reports, and other applicable forms.

14. Proposal Acceptance

All proposals shall remain subject to initial acceptance 90 days after the day of submittal.

SERVICES AGREEMENT

WORK ORDER TYPE

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

WITNESSETH:

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

1. Services to be Performed.

- a. This Agreement shall constitute the basic agreement between the parties for services for . The conditions set forth herein shall apply to all services performed by the Service Provider on behalf of the City and particularly described in Work Orders agreed upon in writing by the parties from time to time. Such Work Orders, a sample of which is attached hereto as Exhibit "A", consisting of () page(s) and incorporated herein by this reference, shall include a description of the services to be performed, the location and time for performance, the amount of payment, any materials to be supplied by the City and any other special circumstances relating to the performance of services. No work order shall exceed \$. The only services authorized under this agreement are those which are performed after receipt of such Work Order, except in emergency circumstances where oral work requests may be issued. Oral requests for emergency actions will be confirmed by issuance of a written Work Order within two (2) working days. Professional shall be solely responsible for performance of all duties hereunder.

- b. The City may, at any time during the term of a particular Work Order and without invalidating the Agreement, make changes within the general scope of the particular services assigned and the Service Provider agrees to perform such changed services.
2. Changes in the Work. The City reserves the right to independently bid any services rather than issuing work to the Service Provider pursuant to this Agreement. Nothing within this Agreement shall obligate the City to have any particular service performed by the Service Provider.
3. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated as specified by each written Work Order or oral emergency service request. Oral emergency service requests will be acted upon without waiting for a written Work Order. Time is of the essence.
4. Contract Period {Option 1} This Agreement shall commence upon the date of execution shown on the signature page of this Agreement and shall continue in full force and effect for one (1) year, unless sooner terminated as herein provided. In addition, at the option of the city, the Agreement may be extended for an additional period of one (1) year at the rates provided with written notice to the professional mailed no later than 90 days prior to contract end.
5. Contract Period. {Option 2] This Agreement shall commence , 200 and shall continue in full force and effect until , 200 , unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for additional one year periods not to exceed () additional one year periods. Renewals and pricing changes shall be negotiated by and agreed to by both parties. The Denver Boulder Greeley CPIU published by the Colorado State Planning and Budget Office will be used as a guide. Written notice of renewal shall be provided to the Service Provider and mailed no later than 90 days prior to contract end.

6. Delay. If either party is prevented in whole or in part from performing its obligations by unforeseeable causes beyond its reasonable control and without its fault or negligence, then the party so prevented shall be excused from whatever performance is prevented by such cause. To the extent that the performance is actually prevented, the Service Provider must provide written notice to the City of such condition within fifteen (15) days from the onset of such condition.

7. Early Termination by City/Notices. Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Service Provider. Such notice shall be mailed at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following address:

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

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

8. Contract Sum. This is an open-end indefinite quantity Agreement with no fixed price. The actual amount of work to be performed will be stated on the individual Work Orders. The City makes no guarantee as to the number of Work Orders that may be issued or the actual amount of services which will in fact be requested.

9. Payments.

a. The City agrees to pay and the Service Provider agrees to accept as full payment for all work done and all materials furnished and for all costs and expenses incurred in performance of the work the sums set forth for the hourly labor rate and material costs, with markups, stated within the Bid Schedule Proposal Form, attached hereto as Exhibit " ", consisting of () page , and incorporated herein by this reference.

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

10. City Representative. The City's representative will be shown on the specific Work Order and shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the work requested. All requests concerning this Agreement shall be directed to the City Representative.
11. Independent Contractor. It is agreed that in the performance of any services hereunder, the Service Provider is an independent contractor responsible to the City only as to the results to be obtained in the particular work assignment and to the extent that the work shall be done in accordance with the terms, plans and specifications furnished by the City.
12. Subcontractors. Service Provider may not subcontract any of the Work set forth in the Exhibit A, Statement of Work without the prior written consent of the city, which shall not be unreasonably withheld. If any of the Work is subcontracted hereunder (with the consent of the City), then the following provisions shall apply: (a) the subcontractor must be a reputable, qualified firm with an established record of successful performance in its respective trade performing identical or substantially similar work, (b) the subcontractor will be required to comply with all applicable terms of this Agreement, (c) the subcontract will

not create any contractual relationship between any such subcontractor and the City, nor will it obligate the City to pay or see to the payment of any subcontractor, and (d) the work of the subcontractor will be subject to inspection by the City to the same extent as the work of the Service Provider.

13. Personal Services. It is understood that the City enters into the Agreement based on the special abilities of the Service Provider and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Service Provider shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the City.
14. Acceptance Not Waiver. The City's approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights under the Agreement or of any cause of action arising out of the performance of this Agreement.
15. Warranty.
 - a. Service Provider warrants that all work performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature.
 - b. Unless otherwise provided in the Agreement, all materials and equipment incorporated into any work shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be acceptable to City.
 - c. Service Provider warrants all equipment, materials, labor and other work, provided under this Agreement, except City-furnished materials, equipment and labor, against defects and nonconformances in design, materials and workmanship/workwomanship for a period beginning with the start of the work and ending twelve (12) months from

and after final acceptance under the Agreement, regardless whether the same were furnished or performed by Service Provider or by any of its subcontractors of any tier. Upon receipt of written notice from City of any such defect or nonconformances, the affected item or part thereof shall be redesigned, repaired or replaced by Service Provider in a manner and at a time acceptable to City.

16. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default thereof.
17. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.
18. Binding Effect. This writing, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representative, successors and assigns of said parties.

19. Indemnity/Insurance.

- a. The Service Provider agrees to indemnify and save harmless the City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever, brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance of any service hereunder.
- b. The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.
- c. Without limiting any of the Service Provider's obligations hereunder, the Service Provider shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement of the type and with the limits specified within Exhibit " ", consisting of () page , attached hereto and incorporated herein by this reference. The Service Provider before commencing services hereunder, shall deliver to the City's Director of Purchasing and Risk Management, P. O. Box 580, Fort Collins, Colorado 80522 one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the city.

20. Entire Agreement. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties. Covenants or representations not contained in this Agreement shall not be binding on the parties.

21. Law/Severability. This Agreement shall be governed in all respect by the laws of the State of Colorado. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction such holding shall not invalidate or render unenforceable any other provision of this Agreement.

22. Prohibition Against Employing Illegal Aliens. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Service Provider represents and agrees that:
- a. As of the date of this Agreement:
 - 1) Service Provider does not knowingly employ or contract with an illegal alien who will perform work under this Agreement; and
 - 2) Service Provider will participate in either the e-Verify program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the “e-Verify Program”) or the Department Program (the “Department Program”), an employment verification program established pursuant to Section 8-17.5-102(5)(c) C.R.S. in order to confirm the employment eligibility of all newly hired employees to perform work under this Agreement.
 - b. Service Provider shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or knowingly enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Agreement.
 - c. Service Provider is prohibited from using the e-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
 - d. If Service Provider obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Service Provider shall:

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

CITY OF FORT COLLINS, COLORADO
a municipal corporation

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

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

By: _____

Print Name

Title _____
Corporate President or Vice President

Date: _____

ATTEST

Corporate Secretary

(Corporate Seal)

**EXHIBIT A
WORK ORDER FORM**

PURSUANT TO AN AGREEMENT BETWEEN
THE CITY OF FORT COLLINS
AND

DATED:

Work Order Number:

Purchase Order Number:

Project Title:

Commencement Date:

Completion Date:

Maximum Fee: (time and reimbursable direct costs):

Project Description: _____

Scope of Services: _____

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

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

Professional

By: _____

Date: _____

City of Fort Collins

By: _____
Project Manager

Date: _____

By: _____
James B. O'Neill II, CPPO, FNIGP
Director of Purchasing and Risk Management
(over \$60,000.00)

Date: _____

**EXHIBIT B
INSURANCE REQUIREMENTS**

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

"The insurance evidenced by this Certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the City of Fort Collins."

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

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

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

EXHIBIT C CONFIDENTIALITY

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

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

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

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

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

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