**VENDOR NAME:**

|  |
| --- |
| invitation for bids |

**DENVER WATER’S**

### BIDDERS’ PROPOSAL No. 10387

**AND THE ATTACHED DOCUMENTS**

**December 2, 2021**

**FOR**

**WATER METERS**

**FOR THE CONTRACT PERIOD FEBRUARY 1, 2022 THROUGH JANUARY 31, 2025**

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| **BIDS MUST BE SUBMITTED ELECTRONICALLY BY 5:00P.M., DECEMBER 14, 2021.** |

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Any requests for interpretation, clarification and/or additional information regarding this Bidders’ Proposal must be submitted to the following Procurement Contract Specialist no later than December 7, 2021 at 5:00 P.M. MT. E-mail is the preferred method of communication.

|  |  |
| --- | --- |
| **PROCUREMENT CONTRACT SPECIALIST:** | **Brandon Wedll**  **303-628-6312**  [**brandon.wedll@denverwater.org**](mailto:brandon.wedll@denverwater.org) |

Wherever used in the Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural thereof:

**Addenda**--Written or graphicinstruments issued prior to the opening of Bids, which clarify, correct or change the Contract Documents.

**Agreement**--The written Agreement between Denver Water and Contractor covering the Work to be performed; other Contract Documents are attached to and made a part of the Agreement. Has the same meaning as Contract.

**Bid**--The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

**Bidder**--Any person, firm or corporation submitting a Bid for the Work.

**Board**--Has the same meaning as Denver Water.

**Bonds**--Bid, performance and payment bonds and other instruments of security.

**Business Day**--Working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, not including Denver Water holidays.

**Change Order**--An agreement between Denver Water and Contractor that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Times or Contract Price***,*** which isissued on or after the Effective Date of the Agreement.

**Contract**--Has the same meaning as Agreement.

**Contract Administrator**--The authorized Denver Water representative who is assigned to be responsible for the Contract in accordance withtheContract Documents.

**Contract Documents**--The Agreement, Addenda, Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award), the Bonds, Invitation for Bids, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Scope of Services, Bill of Material, Proposal, Form W-9, Acceptance and Drawings, together with all written amendments, modifications and supplementsincorporated into the Contract Documents on or after the Effective Date of the Agreement, and any other documents that are designated “Contract Documents” by Denver Water. No one part of the Contract Documents shall constitute the Contract or Agreement, but the whole taken together shall be the Agreement between the parties.

**Contract Price**--The moneys payable by Denver Water to Contractor for completion of the Work in accordance withtheContract Documents.

**Contract Times**--The number of Days or the dates stated in the Agreement for the completion of the Work.

**Contractor**--The person, firm or corporation with whom Denver Water has entered into the Contract to perform the Work.

**Day**--Calendar day.

**Defective**--An adjective that, when modifying the word Work, refers to Work that is unsatisfactory, faulty or deficient, does not conform to the Contract Documents, does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Denver Water in accordance with this Agreement).

**Denver Water**--The property and personnel under the control of the City and County of Denver, acting by and through its Board of Water Commissioners. Has the same meaning as Board.

**Drawings**--The Drawings that show the scope, extent and character of the Work to be furnished andperformed by Contractor, which have been prepared or approved by Denver Water and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

**Effective Date**--The date indicated in the Agreement on which it becomes effective. If no such date is indicated, it means the first Day of the Contract Period indicated in the Special Conditions.

**Notice of Award**--The written notice by Denver Water to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, Denver Water will sign and deliver the Agreement.

**Specifications**--Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

**Subcontractor**--An individual, firm or corporation having a contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

**Supplier**--A manufacturer, fabricator, supplier, distributor, materialman or vendor having a contract with Contractor or any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

**Surety**--A corporate entity authorized to do business in the State of Colorado, which executes as Surety thereon any Bond filed with Denver Water pursuant to the Contract Documents by Bidder or Contractor.

**Work**--Work includes andis the result of performing or furnishing labor and/or services; furnishing and/or incorporating materials and/or equipment; or furnishing documents, all as required by the Contract Documents.

CITY AND COUNTY OF DENVER, COLORADO

BOARD OF WATER COMMISSIONERS

(referred to in this document as the “Board” or “Denver Water”)

1. A Bidder’s Proposal in response to an Invitation for Bids shall be submitted in accordance with these Instructions to Bidders and with the General Conditions, Special Conditions, Specifications, Bill of Material, Proposal, Form W-9 and Acceptance. These documents, plus any other documents required by the Special Conditions and any Addenda added by Denver Water, constitute the Contract Documents. No one part of the Contract Documents constitutes the Contract.
2. The successful Bidder will be required to completely fill out and sign the Bidder’s Proposal page prior to award. The successful Bidder warrants that persons signing the Proposal page are empowered to legally bind the Bidder to a contract.
3. The Bill of Material shall be submitted electronically.
4. Bidders’ Proposals must be submitted online to the Rocky Mountain E-Purchasing System (BidNet) on or before the designated Bid opening time.
5. **It is the Bidder’s responsibility to acknowledge any Addenda (if applicable) issued via the Rocky Mountain E-Purchasing System.**
6. Bidders’ Proposals may be rejected if not received on the Rocky Mountain E-Purchasing System on or before the Bid opening time.
7. Bidders’ Proposals may be withdrawn by Bidders prior to the Bid opening time, but only upon written request. Bidders’ Proposals may not be withdrawn after they have been opened. All Bidders’ Proposals will be deemed firm and open to acceptance or rejection for a period of sixty (60) Days after the Bid opening.
8. Any conflict between provisions in this Contract shall be resolved by giving precedence in the following order: (A) Specifications; (B) Special Conditions; (C) General Conditions; (D) Definitions; (E) Instructions to Bidders.
9. All Bid prices required to complete the Work, including any charges, fees, or the like, must be included in the Bill of Material and must be firm for the Contract period stated in the Special Conditions. In the event a Bid is accepted by the Board, the Bidder agrees that its invoices under the Contract will be consistent with the Bill of Material and that it will not bill the Board for any charges, fees, or the like not included in the Bill of Material.  Any price adjustment clause included with a Bidder’s Proposal may result in rejection of the Bidder’s Proposal.
10. Bidders are urged to establish realistic delivery dates.
11. Bidders’ Proposals may be required to provide descriptive data (catalogs, drawings, etc.) necessary or desirable for proper evaluation of the Bidder’s Proposal. Bidders’ Proposals that do not comply with this requirement may be rejected.
12. If requested, Bidders shall furnish references demonstrating capability to provide the required materials and/or to perform the required Work. Bidders may be required to provide financial statements (Balance Sheet, Income Statement, Cash Flow Statement), which may be reviewed prior to Notice of Award. The Board may inspect the Bidder’s facilities and equipment and assess the Bidder’s distribution and Supplier relationships.
13. When a Bidder intends to furnish an article it considers equal to one named on the Bill of Material, the Bidder must specify the trade name and grade of the substitute article and must submit any engineering data and technical literature required by the Board to evaluate the substitute article. The Board reserves the right to determine whether any substitute article is equal to the one named on the Bill of Material.
14. The Board reserves the right to reject any or all offers, either in whole or in part, or to waive technical defects if deemed in the best interest of the Board. In the event of a tie Bid, award will be made in the Board’s best interest. The Board also may reject any Bid conditioned upon the Board’s acceptance of terms and conditions other than those established in the General Conditions, Special Conditions, and Specifications.
15. The Board may decline to enter into a contract with any entity that is in arrears to the City and County of Denver or the Board upon debt or contract, or who is a defaulter as surety or otherwise, upon any obligation to the City and County of Denver or the Board.
16. **Bidders acknowledge that the Board may be required to disclose any or all of the documents submitted with a Bid for the Contract, pursuant to the Colorado Open Records Act, C.R.S. 24-72-201.1, et seq. Under C.R.S. § 24-72-204(3)(a)(IV), the Board may deny inspection of any confidential commercial or financial information furnished to the Board by an outside party. Therefore, a Bidder must clearly designate any documents submitted with its Bid that the Bidder deems proprietary or confidential, to aid the Board in determining what it is required to disclose following a request for documents under the Colorado Open Records Act.**
17. PERFORMANCE: The Contractor shall furnish the Work and materials covered by this Contract subject to all the terms and conditions contained in the documents comprising this Contract, including these General Conditions. No other terms or conditions shall be binding upon the parties unless agreed to in writing or issued by written order of the Board as described in paragraph 2. The Contractor’s written acceptance of this Contract or the performance of any portion of the Work covered by this Contract shall constitute unqualified acceptance of all of its terms and conditions. The General Conditions, Special Conditions, and Specifications shall supersede any inconsistent provisions in Contractor’s Proposal.
18. CHANGES IN SCOPE: Upon issuance of a written order, the Board may change the amount or nature of material to be furnished and Work to be performed under this Contract. If the amount of material or Work is increased or decreased, the Contractor will be paid for the actual amount of Work and material furnished.
19. WARRANTY: The Contractor warrants the Work covered by this Contract to be of the kind and quality set forth in the Specifications. The Contractor warrants that the Work shall, at the time of acceptance by the Board, and for a period of one (1) year thereafter, be free of all defects in workmanship, material or installation. For a period of one (1) year from the date the Board accepts any Work required under this Agreement, the Contractor shall be responsible for the satisfactory repair or replacement of any Work that becomes Defective as a direct or indirect result of Contractor’s workmanship, Work or negligence or from Contractor’s improper handling, furnishing, installation, or use of faulty material or equipment.
20. COMPLIANCE WITH SPECIFICATIONS: The Board’s Specifications establish the minimum acceptable requirements for the Work. The Board shall determine at its sole discretion whether any Work complies with the Specifications.

Any provisions in the Specifications requiring specific ratings, capacities, weights, dimensions or other designations for any materials or equipment refer to the original manufacturer’s specifications. The Board shall not be obligated to accept as meeting the Specifications any equipment assigned ratings, capacities, weights, dimensions or designations by any subsequent manufacturer, assembler or dealer. The Board requires any materials and equipment that come in direct contact with treated water to have ANSI/NSF 61 Certification or its equivalent as determined by the Board.

Materials or equipment that, upon delivery at the Board’s site, do not meet the Specifications or have been damaged in transit may be rejected by the Board and returned to the Contractor at the Contractor’s risk and expense.

1. FAILURE TO COMPLY WITH SPECIFICATIONS: If any Work provided or performed by the Contractor does not meet Specifications or performance requirements, the Board reserves the right to delay payment until the problem is corrected or to terminate this Contract for default pursuant to General Condition 17.b. below.
2. INSPECTION AND TESTING: The Board or its authorized representative shall be permitted to inspect all material or equipment during its fabrication and prior to its preparation for shipment, to expedite delivery, to inspect the packing when the material or equipment is ready for shipment, or to witness or perform any test, the results of which require approval by the Board.

The Board may, at its discretion, inspect and test any delivery of materials or equipment to ensure compliance with the Specifications. The Board will pay the costs of tests it conducts and will make test results available to the Contractor upon request. The Board’s findings shall be binding and conclusive. The Board’s acceptance of material or equipment, or waiver of any inspection or test, shall in no way relieve the Contractor of the responsibility to furnish material or equipment meeting the requirements of the Specifications. The Board also may, at its discretion, allow its agents and contractors and industry organizations to observe Contractor’s performance of this Contract for safety purposes.

1. FAILURE TO PASS INSPECTION OR TESTING: The Board will not accept material or equipment that is damaged, does not meet Contract Specifications or, in the Board’s discretion, is unsuitable for use in the Board’s potable water system. Should any material fail to meet test criteria, in addition to the Board’s exercise of its rights in Paragraph 17 below, the Contractor may be required to take the following actions at its sole cost:
   1. Promptly remove all material or equipment to which the unacceptable material or equipment has been added or with which it has been in contact.
   2. Promptly replace the material or equipment removed with like material or equipment meeting the Specifications.
2. PAYMENT: Payment will be made in conformity with the terms and conditions of this Contract. The Board will not make advance or progress payments for Work unless provided for in the Contract. The Contractor must submit documentation supporting the charges in the invoice, which must be consistent with this Contract, and must include the Contract number of this Contract on each invoice. Payments shall be based upon Contractor’s verified progress in completing the Work. The Board shall have the right to refuse to pay all or a portion of an invoice that is inconsistent with this Contract; all undisputed portions of the invoice shall be paid. The Board may delay payment until it can verify the accuracy of the invoice, obtain releases or waivers with respect to Work covered in the invoice, or resolve a dispute with the Contractor regarding an invoice. Payment shall be made payable to the trade or business of Contractor.
3. SALES, EXCISE AND USE TAXES:
   1. STATE: The State of Colorado will not impose sales and use taxes upon construction and building materials purchased by the Contractors and Subcontractors for use in the building, erection, alteration or repair of structures, highways, roads, streets and other public works owned and used by the City and County of Denver. In order to qualify for this exemption, an application for a certificate of exemption must be filed with the Colorado Department of Revenue by each Contractor and Subcontractor engaged in the construction project. The Board will not reimburse the Contractor for any such taxes paid as a result of a failure to file a request for exemption. Proposals shall not include any such taxes in the computation of Bids.
   2. LOCAL: The Contractor and all Subcontractors are required to pay the sales and use taxes imposed by a political subdivision of the State of Colorado on purchases of any tangible personal property to be built into the Work produced under this Contract. The Board will not adjust payments for any refund of such taxes that the Board might receive.
   3. FEDERAL: As a political subdivision of the State of Colorado, the Board is exempt from the payment of most federal excise taxes. The Contractor will be reimbursed for payment of any federal excise tax for which the Board is unable to provide an exemption certificate.
4. DELIVERY DATES: All items purchased shall be delivered F.O.B. Destination, Freight prepaid as required by the Specifications. The Contractor shall make delivery as set forth in the Contract Documents. When a date is set for delivery of materials, delivery must occur on or before that date. If timely delivery does not occur, or it appears timely delivery will not occur, the Board will have the right to terminate this Contract for default, the right to purchase equivalent property at market prices for immediate delivery without termination of this Contract and without liability to the Contractor, and a right against the Contractor for any increase in the price over the prices established in this Contract and for any other damages, including but not limited to consequential damages, that arise from the delay or are associated with deliveries to the Board.
5. WARRANTY OF TITLE: The Contractor warrants that title to all Work, materials and equipment covered by an application for payment will pass to the Board no later than the time of payment, free and clear of all liens.
6. RISK OF LOSS: The Contractor shall assume the risk of loss or damage to materials or equipment sold to the Board until the material or equipment has been delivered to and accepted by the Board.
7. PATENTS: The Contractor will provide a defense and hold harmless the Board against any costs, damages or demand for payment arising out of the Contractor’s use of any patented or otherwise protected material, process, device or article in performing the Work under this Contract.
8. LIABILITY: The Contractor will provide a defense to the Board and pay any costs and damages for any liability or claim of whatever nature arising in any way out of this Contract, caused by any negligent act or omission or willful misconduct of the Contractor or the Contractor’s officers, agents or employees.
9. INSURANCE: The Contractor shall maintain insurance in full force and effect during the full term of this Contract. The Board will determine the appropriate levels and types of insurance necessary for this Contract and will modify the attached Exhibit A before awarding the Contract. Upon Notice of Award, the Contractor will be required to sign the modified Exhibit A, which will be incorporated into the Contract. The insurance requirements may be modified further at the discretion of the Board.
10. RECORDS AND AUDITS: The Contractor shall at all times maintain a system of accounting records in accordance with its normal procedures, together with supporting documentation for all Work, purchases, and billings under this Contract.

The Contractor shall make available for audit and reproduction by the Board, at the Board’s administrative offices, all records, in whatever form, related to this Contract. The Contractor shall provide such availability during the term of this Contract and for two (2) years after final payment. The Contractor shall refund to the Board any charges determined by the Board’s audit to be inconsistent with this Contract.

1. TERMINATION: Contractor shall not have the right of termination. The Board at any time may terminate this Contract in whole or in part upon written notice stating the type of termination and the effective date of the termination. The Board may terminate for convenience or for default, as described in this paragraph. As used in this paragraph, the word “Contractor” includes the Contractor and its Subcontractors at any tier.
   1. Termination for Convenience. If the Board terminates for convenience, it shall pay to the Contractor, as full compensation:(1) the unit or prorated Contract Price for the performed and accepted portion of the Work; and (2) a reasonable amount, as determined by the Board, not otherwise recoverable from other sources, with respect to the unperformed or unaccepted portion of the Work. Compensation for termination for convenience shall not exceed the dollar amount of the Contractor’s sales to the Board under this Contract for the month prior to the termination.
   2. Termination for Default. The Board may terminate this Contract for default if the Board in its sole discretion determines that Contractor has failed to comply with the Contract Documents; fails to make progress, so as to endanger performance; acts or fails to act so that it reasonably appears Contractor’s future performance is uncertain; or fails to perform the Work within the time specified or any written extension; and does not cure such failure within a reasonable period of time after written notice. In the event of termination for default, the Board may purchase replacement Work, and the Contractor shall reimburse the Board for any excess costs incurred by the Board. The Board shall pay to the Contractor, as full compensation, the unit or prorated Contract Price for the performed and accepted portion of the Work. Termination for default will result in the removal of the Contractor’s name from the approved Bid list for two (2) years or a different period of time, at the Board’s discretion.

If, after notice of termination for default, the Board determines that the Contractor was not in default or that the Contractor’s failure to perform was due to causes beyond the control and without the fault or negligence of the Contractor, the termination shall be deemed for the convenience of the Board per Paragraph 17.a. above.

1. ASSIGNMENT AND SUBCONTRACTS: The Contractor may not assign this Contract or any right or liability of this Contract or enter into any subcontract or amend any subcontract without prior written consent of the Board’s Representative. If the Contractor subcontracts or assigns any part of this Contract, the Contractor shall be as fully responsible to the Board for acts and omissions of a Subcontractor as the Contractor is for the acts and omissions of Contractor’s own employees. Any subcontract must include language similar to the Records and Audits paragraph of this Contract, requiring records to be adequate and available for Board audit. Any unapproved subcontract or assignment shall be deemed void without any further action required on the part of the Board.
2. NO THIRD-PARTY BENEFICIARIES: Subject to Paragraph 18 above, this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns. This Contract is intended to benefit only the parties, and neither Subcontractors nor Suppliers of Contractor nor any other person or entity is intended by the parties to be a third-party beneficiary of this Contract.
3. CHARTER OF THE CITY AND COUNTY OF DENVER: This Contract is made under and conformable to Article X of the Charter of the City and County of Denver, which controls the operation of the Denver Municipal Water System. Insofar as applicable, the Charter provisions are incorporated by this reference and shall supersede any apparently conflicting provisions otherwise contained in this Contract.
4. COMPLIANCE WITH LAWS: In performing this Contract, the Contractor shall comply with all applicable laws, rules, and regulations, including, but not limited to, the Colorado Workers’ Compensation Act and all federal and state tax laws. The Contractor certifies that it has complied, and during the term of this Contract will continue to comply, with the Immigration Reform and Control Act of 1986. The Contractor shall provide to the Board any certification the Board reasonably requests in order to demonstrate the Contractor’s compliance with applicable legal requirements. Because the Contractor will be acting as an independent contractor, the Board assumes no responsibility for the Contractor’s compliance.
5. VENUE AND GOVERNING LAW: This Contract shall be deemed performable in the City and County of Denver, notwithstanding that the parties may find it necessary to take some action outside the City and County of Denver. This Contract shall be governed by and construed under the laws of the State of Colorado. Any disputes arising hereunder shall comply with the hearing and appeal procedures set forth at Chapter 17 of the Board’s Operating Rules, available at www.denverwater.org. If a question arises concerning whether an issue or claim is within the scope of these dispute resolution provisions, such question shall be decided by the hearing officer assigned to the administrative hearing. All disputes of any nature whatsoever, including without limitation claims for additional compensation or extensions of time, and disputes involving claimed breach of or default under the Contract, shall be resolved by this process. The determination of the hearing officer shall be considered a final order and action of the Board and may be reviewed under Rule 106(a)(4) of the Colorado Rules of Civil Procedure in the Denver District Court only.
6. COLORADO GOVERNMENTAL IMMUNITY ACT: The parties understand and agree that the Board is relying upon, and has not waived, the monetary limitations and all other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as it may be amended from time to time.
7. DELAY BY THE BOARD: If a delay is caused by the Board, without contribution by the Contractor, the time and price of the Contract may be adjusted equitably except that the sole remedy of the Contractor shall be limited to any expenditure actually and necessarily caused solely by the delay. The Contractor is not entitled to recover anticipated profits.
8. IMMIGRATION LAWS: The signature of Contractor on this Contract: (1) certifies that the Contractor is not a natural person unlawfully present in the United States; and (2) also certifies the statements below *if this is a public contract for services as defined in Colo. Rev. Stat. § 8-17.5-101, et seq*., **and** Contractor utilizes Subcontractors or employees in Contractor’s business.
   1. The Contractor shall not:
      1. Knowingly employ or contract with an illegal alien to perform Work under this Contract; or
      2. Enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform Work under this Contract.
   2. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the e-verify program or the department program (as defined in Colo. Rev. Stat. § 8-17.5-101, et seq.). The Contractor may not use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.
   3. If the Contractor obtains actual knowledge that a Subcontractor performing Work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall:
      1. Notify the Subcontractor and the Board within three (3) Days that the Contractor 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 (3) Days of receiving the notice required pursuant to sub-subparagraph (1) of this subparagraph the Subcontractor does not stop employing or contracting with the illegal alien; except that the 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.
   4. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to state law.
   5. The Contractor acknowledges that in the event the Contractor violates any of the provisions of the foregoing subparagraphs a. – d., the Board may terminate this Contract for breach of contract. If this Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Board.
9. REMEDIES: The rights and remedies of the Board provided under this Contract shall not be exclusive and shall be in addition to any other rights and remedies provided by law or equity.
10. INDEPENDENT CONTRACTOR: In the performance of Work under this Contract, the Contractor shall be, for all purposes, an independent contractor and not an employee or agent of the Board. The Contractor and its employees and Subcontractors shall in no way represent themselves to third parties as agents or employees of the Board.
11. NO UNEMPLOYMENT INSURANCE OR WORKERS’ COMPENSATION BENEFITS: The Contractor is not entitled to unemployment insurance or workers’ compensation benefits as a result of performance of the Work for the Board. The Contractor is required to provide workers’ compensation and unemployment insurance benefits for its employees and Subcontractors as required by law.
12. CONTRACTOR’S RESPONSIBILITIES: The Contractor shall consider Board contracts to be a priority responsibility and shall not allow other work to interfere with Board Work or Contractor’s ability to respond to Board needs. The Contractor must provide a responsible person to respond immediately to Board communications. The Contractor’s equipment must not be stored permanently on Board property. The Contractor will be responsible for all damage to Board or others’ equipment, materials and property caused by the Contractor, its employees, or agents.
13. PAYMENT OF TAXES: The Contractor is solely liable for any federal and state income and withholding taxes, unemployment taxes, F.I.C.A. taxes and workers’ compensation payments and premiums applicable to payments from the Board under this Contract. The Contractor shall indemnify the Board for any liability resulting from nonpayment of such taxes and sums.
14. SAFETY AND PROTECTION: The Contractor shall, at its own expense:
    1. Provide and maintain proper protection to all material and equipment, including material and equipment furnished to the Contractor by the Board. The Contractor shall protect exterior surfaces of Board property against any defacement that would detract from its appearance.
    2. Provide all necessary safeguards to protect persons and property generally, and particularly the Board’s operating property, and ensure there is no interruption of water service, except as expressly authorized by the Board.
    3. Upon completion of the Work, make good all damages, leaving the site in a clean and orderly condition.
    4. Maintain safe conditions in the various Work areas at all times and install barricades and warning devices where required.
15. NONDISCRIMINATION: The Contractor expressly agrees not to discriminate against any employee, applicant for employment, or potential Subcontractor or Supplier because of race, color, religion, age, national origin, gender, sexual orientation, military status, marital status, or disability. The Contractor shall comply with all applicable state and federal laws with regard to equal employment opportunity.
16. WORKFORCE: The Contractor shall employ only competent, skillful workers to provide Work under this Contract. Whenever any person shall appear to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the Work.
17. ACCESS AND SECURITY: The Board shall provide reasonable means of access to all Board locations covered under this Contract. The Contractor shall comply with all the Board’s access and building security policies.
18. ENTIRE CONTRACT: This Contract, including all Contract Documents, constitutes the entire contract between the Board and Contractor, replaces all prior written or oral contracts and understandings, and may not be altered or amended by bills of lading or the like. Any amendment to this Contract must be executed with the same degree of formality as the Contract itself.
19. FORCE MAJEURE: The parties shall not be responsible for any failure or delay in the performance of any obligations under this Contract caused by natural disasters, flood, fire, war or public enemy. (Economic conditions and labor strikes shall not be considered force majeure events.) If a party asserts force majeure as an excuse for failure to perform the party’s obligation, then the nonperforming party must provide written assurance that the party took reasonable steps to minimize delay or damages caused by the force majeure, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of a force majeure. In the event a force majeure is declared and in effect for more than ten (10) Days, the Board may terminate this Contract without any further obligation or liability.
20. SMALL BUSINESS ENTERPRISES; MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES:  The Board recognizes the desirability, need and importance to the City and County of Denver of encouraging the development of Small Business Enterprises (“SBEs”) and Minority- and Women-Owned Business Enterprises (“MWBEs”).  The Consultant agrees to make a good faith effort to involve SBEs and MWBEs in the Work if and when the opportunity arises.
21. OVERVIEW:

The Board is soliciting Bids for to furnish water meters with encoded registers as listed on the Bill of Materials.

1. ESTIMATED QUANTITIES

The estimated quantities shown in the Bill of Material are intended to assist the Bidder in determining approximate quantities required for this Contract. These figures should not be used as a final determinant in establishing exact quantities. No guarantee of quantities is intended, either expressed or implied. Nominal quantities may be listed in order to establish unit prices that are firm for the Contract period for items that may not be required during the Contract period.

1. CONTRACT PERIOD:

The Contract shall become effective on January 1, 2022, and terminate on December 31, 2025.

The Board and the Contractor may extend the Contract period by a written amendment to the Contract.

1. AWARD:

The Bidder selected for an award will be the Bidder whose Bid, as presented in response to this Invitation for Bids, is the most advantageous to the Board. The Board is not bound to accept the lowest-priced Bid if that Bid is not in the best interest of the Board as determined by the Board. The Board reserves the right to accept or reject any and/or all offers, to waive any and/or all formalities, to clarify any discrepancies in the Bid, and to award a contract in the best interest of the Board.

Bids may be evaluated using “best value” criteria that may include the following:

* 1. Contract price
  2. Bidder’s past relationships, if any, with the Board and the City and County of Denver
  3. Delivery dates and lead times
  4. Ability to provide invoices meeting the requirements of this Contract
  5. Business references and financial statements
  6. Bidder’s equipment and facilities
  7. Bidder’s use of Small Business Enterprises (SBEs) and Minority- and Women-Owned Business Enterprises (MWBEs)
  8. Early payment discounts offered with the Bid
  9. Any other relevant and appropriate factor

1. ENCODER-RECEIVER-TRANSMITTER (ERT) WIRING:

The Contractor will be responsible for obtaining wires and in-line connectors in full compliance with Itron specifications and will be responsible for providing fully functional, electrically-continuous assemblies. Wire shall be Belden #9451 as appropriate for the functionality of the meter register.

Water meters and registers shall be furnished with wires potted to the register. All meters and registers shall be furnished with Itron watertight in-line connectors with industry-standard wire lengths as specified on the Purchase Order.

1. ORDERING PROCEDURES:

Denver Water will place orders by means of Purchase Orders.

All orders will be placed F.O.B. Destination, with all transportation charges prepaid.

1. APPROVED MANUFACTURERS:

Approved meter manufacturers shall be in accordance with the Specification Exhibit \_\_\_. Approved meter registers and register boxes shall be in accordance with the Specification Exhibit \_\_\_\_.

1. SHIPPING INSTRUCTIONS:

All products must be delivered in industry-standard boxes, shrink-wrapped, palletized on two-way 48” deep x 40” wide pallets. Water meters shall be shipped with the lowest numbered meters on top.

Unless otherwise specified on the Purchase Order, shipment shall be made to:

Denver Water

1600 West 12th Avenue

Denver, CO 80204-3412

Building H

All shipments shall have the Purchase Order number indicated on the delivery and invoice documents. Denver Water reserves the right to reject any shipment it cannot identify.

All risk of loss and damage, and handling and transportation costs, will be the Contractor’s for all shipment made without express authorization.

1. SHIPPING ACKNOWLEDGEMENT:

An email shipping acknowledgement on schedule or revised shipping dates, method of shipment and any scheduling changes which will affect promised delivery dates must be provided to the Denver Water purchaser. Please send shipping acknowledgement to POgroup@denverwater.org.

1. DELIVERY:

Delivery will be completed as indicated on the Purchase Order or as indicated by the Denver Water Purchasers. Complete delivery for each order shall be made within 45 Days after receipt of the order. The Contractor shall notify the Denver Water Purchaser of any supply chain impacts which would affect normal delivery time. Failure to meet scheduled delivery dates may be grounds for termination of this Contract.

1. WATER METER TESTING PROCEDURES:

Ten percent (10%) of each size/type of water meter within each shipment will be tested at Denver Water’s Meter Shop according to American Water Works Association’s Standards. In addition, continuity tests will be performed on register and ERT wiring. Denver Water will neither accept nor pay for any shipment of water meters until testing is complete. Denver Water will reject any shipment that fails to meet the Specifications and/or shipments that have a high failure rate. When a shipment of water meters is rejected, new water meters will be required in the same size and quantities and should be delivered expeditiously. The Contractor will be responsible to pay all transportation costs associated with rejected water meters.

Denver Water’s acceptance of material or waiving of any inspection or test or witness thereof, shall in no way relieve the Contractor of the responsibility for furnishing material meeting the Contract Specifications.

1. INVOICING AND PAYMENT:

The Contractor shall submit itemized invoices to [dldwap@denverwater.org](mailto:dldwap@denverwater.org). Itemized invoices shall indicate the Purchase Order and Contract number 10387.

If Contractor’s invoice does not meet the requirements of and/or contain the information required by this Contract, Denver Water will not make payment until Contractor provides an undisputed invoice meeting the requirements of and containing all information required by this Contract. Contractor shall not charge, nor will Denver Water incur any late fees as a result of non-payment of invoices not meeting the requirements of this Contract.

The table below depicts the Contractor’s payment method options and the corresponding payment term.

|  |  |
| --- | --- |
| Payment Method | Speed of Payment |
| ACH (Automatic Clearing House) | 30 days after receipt of approved invoice |
| Check | 45 days after receipt of approved invoice |

* **ACH: Denver** Water will make payments by automatic clearing house (ACH). Instead of using paper checks, ACH entries are transmitted electronically, via a direct payment to the Contractor’s account. Upon award, Contractor must complete the Denver Water ACH Direct Payment Authorization form to initiate receiving ACH payments. Payment terms are Net 30 days from receipt of invoice.
* **Check:** Denver water will make payments by check, which will be mailed to Contractor via US Postal Service. Payment terms are Net 45 days from receipt of invoice.

The undersigned Bidder, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Firm)

(“Contractor”), hereby offers to supply to the City and County of Denver, acting by and through its Board of Water Commissioners (“Board”), the Insert services, materials, or services and materials set forth in the BILL OF MATERIAL and SPECIFICATIONS, if any, in accordance with the terms and conditions contained in the Contract Documents.

1. The Contract Documents are incorporated herein by reference.

1. The price offered to supply the Insert services, materials, or services and materials set forth in the BILL OF MATERIAL and the SPECIFICATIONS, if any, is the amount set opposite each item listed on the BILL OF MATERIAL, with a total price of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for all items bid. A cash discount of \_\_\_\_\_\_\_% is available upon the following conditions:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. The Contractor shall deliver all Work in accordance with the Contract Documents.
2. The Contractor agrees to receive payment via the payment method indicated by a “YES” response in the Preferred Payment Method column (select **only** **one** option):

|  |  |
| --- | --- |
| Payment Method | Preferred Payment Method |
| ACH (Automatic Clearing House) |  |
| Check |  |

IN WITNESS WHEREOF this proposal is made this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_:

Name of Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By signing below, the signer certifies that he or she is authorized to accept and bind the Bidder to the terms of this Proposal and the Contract.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Authorized Agent) (Print or Type Name of Authorized Agent)

|  |  |
| --- | --- |
| Permanent mailing address of Authorized Agent: | Telephone No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Street address or P.O. Box | Fax No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  City State Zip Code | E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |
| --- | --- |
| Bidder’s status: € Individual/sole proprietor   € Partnership or joint venture | € Corporation of the state of \_\_\_\_\_\_\_\_\_\_\_  € Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Owner of Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |

The Board recognizes the desirability, need and importance to the City and County of Denver of encouraging the development of Small Business Enterprises (“SBEs”) and Minority- and Women-Owned Business Enterprises (“MWBEs”). The Bidder selected for award agrees to make a good faith effort to involve SBEs and MWBEs in the work if and when the opportunity arises.

The data from this form is used for Denver Water’s records only. This data supports consolidated reporting for the Supplier Diversity Program and is used for the purpose of analyzing general business patterns such as representation and participation of small, minority, and/or women business enterprises within industries that do business with Denver Water.

1. The Bidder is a self-attested small business per Small Business Administration size standards criteria **OR** is certified as a Small Business Enterprise (SBE).

Yes  No

1. The Bidder is a certified a Minority-owned Business Enterprise (MBE) and/or certified Women-owned Business Enterprise (WBE).

Yes  No

*By answering “Yes”, the Bidder must submit a copy of its valid MBE and/or MWBE certification(s) at the time of bid submittal.*

The CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS, hereby accepts the offer of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_INSERT CONTRACTOR BUSINESS NAME HERE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
|  | Individual/sole proprietor |

|  |  |
| --- | --- |
|  | Corporation |

Check One:

|  |  |
| --- | --- |
|  | Partnership |

|  |  |
| --- | --- |
|  | Small Business Enterprise (Certified SBE) |

|  |  |
| --- | --- |
|  | Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

To provide those services and materials listed in the BILL OF MATERIAL under the terms and conditions contained in the Contract. The purchase price shall be the amount set opposite each item listed on the BILL OF MATERIAL, for a total Contract Price not to exceed: $INSERT TOTAL NOT-TO-EXCEED AMOUNT dollars.

|  |  |  |
| --- | --- | --- |
| ATTESTED:  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Choose a Title  APPROVED: | | **CITY AND COUNTY OF DENVER**,  acting by and through its  **BOARD OF WATER COMMISSIONERS**    By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Choose a Title  DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Choose a Title | REGISTERED AND COUNTERSIGNED:  CITY AND COUNTY OF DENVER  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |

Timothy M. O’Brien, CPA

Auditor

**PLEASE READ THIS CAREFULLY. THE CONTRACTOR WILL NOT BE PAID UNLESS THE FOLLOWING INSURANCE REQUIREMENTS ARE MET.**

The Contractor shall maintain the following insurance in full force and effect during the full term of this Agreement. The Contractor shall provide to the Board certificates of insurance (and renewals thereof) demonstrating that the following insurance requirements have been met. The renewals of the certificates of insurance shall be provided to Denver Water via e-mail to the Contract Administrator.

1. Commercial General Liability Insurance:

Commercial general liability insurance with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate. Such insurance shall include the City and County of Denver, acting by and through its Board of Water Commissioners, as additional insured and shall be primary and non-contributing with respect to any insurance or self-insurance program of the Board.

1. Automobile Liability Insurance:

Contractor shall maintain automobile liability insurance as required by Colorado law. The Board does not require a certificate of insurance unless this subparagraph (b) requires insurance that exceeds the statutory requirements.

In addition to the statutory requirements, Contractor shall maintain automobile liability insurance with limits not less than $1,000,000 per occurrence for owned, non-owned and hired vehicles used in the performance of Work under this Agreement.

1. Workers’ Compensation Insurance:

The Contractor is located in Colorado and maintains workers’ compensation insurance, as required under the laws of the State of Colorado.

1. Other Requirements:
2. The Contractor’s insurers shall maintain an A.M. Best rating of

A-, VII or better.

1. All self-insured retentions or deductibles must be declared and acceptable to the Board.
2. Thirty (30) Days’ advance written notice of cancellation shall be provided to the Board, except for ten (10) Days’ advance written notice in the event of cancellation due to non-payment of premium.
3. The Contractor shall provide copies of insurance policies upon request of the Board and in redacted form if necessary to protect confidential information.
4. The Board reserves the sole discretion to accept alternative types of insurance.

THIS EXHIBIT IS ACCEPTED BY:

**CONTRACTOR**:

Insert Contractor's name

By execution, signer certifies that s/he is

authorized to accept and bind Contractor to the

terms of this Exhibit.

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

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[for other than individual]