

VENDOR NAME:

INVITATION FOR BIDS

DENVER WATER'S

BIDDERS' PROPOSAL NO. 13502A

AND THE ATTACHED DOCUMENTS

MAY 11, 2011

FOR

FIRE ALARM INSPECTIONS AND PREVENTATIVE MAINTENANCE

FOR THE CONTRACT PERIOD AUGUST 1, 2011 THROUGH JULY 31, 2013

**BIDS MUST BE SUBMITTED ELECTRONICALLY
BY, 10:00 A.M., MAY 25, 2011.**

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PURCHASING’S CONTRACT REPRESENTATIVE:
Questions about Contract terms or conditions
Crystal Cervantez
303-628-6155
crystal.cervantez@denverwater.org

PURCHASING’S CONTRACT HOTLINE
Checked daily
303-628-6361

CONTRACT ADMINISTRATOR:
All technical questions
Scott Nelson
303-628-6001
allen.nelson@denverwater.org

DEFINITIONS

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

Addenda--Written or graphic instruments 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.

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 is issued 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 with the Contract 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, the General Conditions, the Special Conditions, the Specifications and the Drawings identified as "Contract Documents" in the Agreement, together with all written amendments, modifications and supplements incorporated into a Change Order 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 with the Contract 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.

DEFINITIONS

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 and performed 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, but if no such date is indicated it means the first day of the Contract Period indicated in the Special Conditions.

Engineering 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. Also referred to as Specifications.

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.

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--The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing services, furnishing labor, furnishing and incorporating materials and equipment, performing or furnishing services, and furnishing documents, all as required by the Contract Documents.

INSTRUCTIONS TO BIDDERS

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, TIN 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 Bill of Material shall be submitted electronically.
3. 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.
4. Bidders' Proposals must be submitted online to the Rocky Mountain Online Bid System 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 Bid System.**
6. Bidders' Proposals may be rejected if not received on the Rocky Mountain Online Bid 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 forty-five (45) Days after the Bid opening.
8. Any conflicting Special Conditions will supersede Instructions to Bidders, General Conditions, Specifications, and Definitions.
9. All Bid prices must be firm for the period stated in the Special Conditions. 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.

INSTRUCTIONS TO BIDDERS
(continued)

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 will determine, in its sole discretion, whether the Bidder will be awarded the Contract. The Board may award the Contract based on its assessment of Bidder's facilities, 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 product. 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, 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. For directions to the Board go to www.denverwater.org, click on Contact Us, Directions.
18. Questions or comments concerning these Instructions to Bidders should be directed to the office of the Manager of Purchasing, 1600 West 12th Avenue, Building No. 12, Denver, Colorado 80204-3412, Telephone: 303-628-6361.

GENERAL CONDITIONS
FOR
FIRE ALARM INSPECTIONS AND PREVENTATIVE MAINTENANCE
Bidders' Proposal No. 13502A

1. 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. 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.

2. 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.

3. WARRANTY OF WORKMANSHIP, MATERIALS AND EQUIPMENT: The Contractor warrants the materials covered by this Contract to be of the kind and quality set forth in the Specifications. The Contractor warrants that the materials 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 material or Work, the Contractor shall be responsible for the satisfactory repair or replacement of any material, Work or equipment that becomes Defective as a direct or indirect result of Contractor's workmanship, Work or negligence or from Contractor's improper handling or use of faulty material or equipment.

4. COMPLIANCE WITH SPECIFICATIONS: The Board's Specifications establish the minimum acceptable requirements for Work and materials. The Board shall determine at its sole discretion whether any proposed Work or materials comply with the Specifications.

Any provisions in the Specifications requiring specific ratings, capacities, weights, dimensions or other designations for any 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 products that come in direct contact with treated water to have N.S.F. Certification or equivalent.

Materials 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.

5. FAILURE TO COMPLY WITH SPECIFICATIONS: If any materials or Work provided by the Contractor do 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.

GENERAL CONDITIONS
(continued)

6. INSPECTION AND TESTING: The Board or its authorized representative shall be permitted to inspect all material during its fabrication and prior to its preparation for shipment; to expedite delivery; to inspect the packing when the material 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 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 waiver of any inspection or test, shall in no way relieve the Contractor of the responsibility to furnish material 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.

7. FAILURE TO PASS INSPECTION OR TESTING: The Board will not accept material 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 10 below, the Contractor may be required to take the following actions at its sole cost:

- a. Promptly remove all material to which the unacceptable material has been added.
- b. Promptly replace the material removed with like material meeting the Specifications.

8. 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 materials or 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 and delivering the materials. Unless the Contractor has not properly performed, payment for weekly invoices will be issued within seven (7) Days of receipt, and payment for monthly invoices will be issued within thirty (30) Days of receipt. 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 by check payable to the trade or business of Contractor. The Board shall have the right to refuse to pay all or a portion of an invoice that is inconsistent with this Contract.

9. SALES, EXCISE AND USE TAXES:

- a. 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

GENERAL CONDITIONS
(continued)

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.

- b. 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.
 - c. 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.
10. 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 consequential damages that arise from the delay and demurrage associated with other deliveries to the Board.
11. 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.
12. RISK OF LOSS: The Contractor shall assume the risk of loss or damage to materials sold to the Board until the material has been delivered to and accepted by the Board.
13. 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 under this Contract.
14. 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.

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15. 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. 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.
16. 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 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.

17. 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.
- a. 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.
 - b. 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.

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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 (A) above.

18. ASSIGNMENT AND SUBCONTRACTS: The Contractor may not assign this Contract or any right or liability 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.
19. NO THIRD PARTY BENEFICIARIES: 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.
20. 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.
21. 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.
22. 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. 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

GENERAL CONDITIONS
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may be reviewed under Rule 106(a)(4) of the Colorado Rules of Civil Procedure in the Denver District Court only.

23. 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, CRS 24-10-101, et seq., as it may be amended from time to time.
24. 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.
25. 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.
- a. The Contractor shall not:
 - i. Knowingly employ or contract with an illegal alien to perform Work under this Contract; or
 - ii. 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.
 - b. 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.
 - c. 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:
 - i. 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
 - ii. 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

GENERAL CONDITIONS
(continued)

information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.

- d. 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.
 - e. 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.
26. 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.
27. 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.
28. 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.
29. 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 response to Board needs. The Contractor must provide a responsible person to respond to Board communications immediately. The Contractor's equipment must not be stored permanently on Board property. The Contractor will be responsible for all damage to Board equipment, materials and property caused by the Contractor or its employees.
30. 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.
31. SAFETY AND PROTECTION: The Contractor shall, at its own expense:
- a. 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.

GENERAL CONDITIONS
(continued)

- b. Provide all necessary safeguards to protect persons and property generally, and particularly the Board's operating property, since no interruption of water service is permissible, except as expressly authorized by the Board.
 - c. Upon completion of the Work, make good all damages, leaving the site in a clean and orderly condition.
 - d. Maintain safe conditions in the various Work areas at all times and install barricades and warning devices where required.
32. 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.
33. 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.
34. 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.
35. SMALL 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). Although the Board is not currently setting goals for SBE participation, the Contractor agrees to make a good faith effort to involve SBEs in the Work if and when the opportunity arises.
36. ENTIRE CONTRACT: This Contract 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.
37. 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 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

GENERAL CONDITIONS
(continued)

than ten (10) Days, the Board may terminate this Contract without any further obligation or liability.

SPECIAL CONDITIONS
FOR
FIRE ALARM INSPECTIONS AND PREVENTATIVE MAINTENANCE
Bidders' Proposal No. 13502A

1. GENERAL:

Denver Water is soliciting Bid proposals for fire alarm inspections, preventative maintenance service and repairs at various Denver Water locations listed in the Bill of Material. The Contractor will provide all labor, material and equipment necessary to provide the services. The Contractor will provide this service once per year at each location that does not have a Halon system. The Contractor will provide this service twice per year for the Administration Building Cafeteria, Computer Room and the Halon System at the Foothills Plant.

2. CONTRACT PERIOD:

The Contract shall become effective on August 1, 2011, and terminate on July 31, 2013. The Board and the Contractor may mutually agree to renew and continue this Contract.

3. 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 including but not limited to:

- a. Purchase price
- b. Reputation of the Contractor and the Contractor's goods or services
- c. Contractor's past relationships, if any, with the Board and the City and County of Denver
- d. Delivery dates and information
- e. Business references and financial statements
- f. Contractor's equipment and facilities
- g. Contractor's use of Small Business Enterprises (SBEs)
- h. Ability to use purchasing cards, EFT, EDI, bar-coding and other relevant business technology
- i. Any relevant factor that a private business would consider in selecting a contractor

4. REFERENCES:

Bidders shall provide with their Bid the names of three of their accounts, with telephone numbers, for which they have provided fire alarm preventative maintenance services over a minimum two-year period.

SPECIAL CONDITIONS
(continued)

5. BIDDER'S RESPONSIBILITIES:

A list of equipment to be used to complete services under this Contract must be included with the Bidder's Proposal. The Board retains the right to inspect equipment to ensure suitability for this Contract.

6. CONTRACTOR'S RESPONSIBILITIES:

- A. The Contractor must have the ability to perform fire alarm preventative maintenance and shall, upon request, provide Denver Water with a list of all field service personnel showing experience and proof of training.
- B. The Contractor will provide all test equipment required including, but not limited to, tools, test devices and required personnel protective equipment. Upon request, the Contractor will be required to provide a list of equipment proposed to perform the fire alarm inspections and maintenance performed.
- C. The Contractor must provide a list of employees and their driver's license numbers prior to commencing work. Employees must carry picture identification while on any Denver Water site.
- D. The Contractor must call each facility prior to arrival and give names of employees and automobile license plate numbers of vehicles that will request entry into the facility.
- E. If requested, the Contractor will provide written cost and time estimates to Denver Water's Contract Representative before proceeding with any repairs.
- F. The Contractor will maintain a written description and an equipment log of all inspections, maintenance, and fire alarm inspection reports listing all devices tested, pass or fail, and any deficiencies. The Contractor will provide Denver Water's Contract Representative with two copies of description, log and inspection report with each invoice.
- G. The Contractor will not charge Denver Water for travel, fuel, vehicle and/or other miscellaneous expenses. These expenses should be factored into the unit prices on the Bill of Material.
- H. The Contractor will be responsible for any damages arising from any work performed by the Contractor.
- I. All sprinkler head flows must be tested and adjusted to be the proper flow for the type of head installed. This includes verifying gallons-per-minute of water flow to ensure proper water velocity.

SPECIAL CONDITIONS
(continued)

- J. Prior to starting work, all of the Contractor's employees who will work at any of the treatment plants must attend a mandatory one-hour training session required under the Board's Risk Management Plan. Proof of training will be sent to Contract Representative by the trainer. Proof must include employee's name, employee's ID number, training date, trainer's signature and employee's signature. Denver Water will conduct the training at no additional cost to the Contractor or to Denver Water.
- K. Contractors shall comply with all local, state and federal solid and hazardous waste regulations that apply to the recycling or disposing of smoke detectors and their components. Relevant regulations regarding properly managing waste smoke detectors include, but are not limited to: State of Colorado, Department of Public Health & Environment, Hazardous Materials and Waste Management Division, 6 CCR 1007-1, State Board of Health, Rules and Regulations Pertaining to Radiation Control.

In keeping with the above-mentioned state regulation, the Contractor is fully responsible for the accurate identification of all smoke detector types (makes and models) and for the proper management of that device and its components (batteries), based on that product identification. This management includes shipping, and/or recycling, and/or disposal of smoke detectors and their components. Quite often, returning the unit to the original manufacturer or to another properly licensed facility for recycling is the best disposal option available.

The Contractor is also fully responsible for all costs associated with, and as a direct result of, the proper management and disposal of waste smoke detectors generated at a Denver Water facility. The Contractor shall have, and make available upon request, any documentation of transactions associated with managing waste smoke detectors, so as to validate proper management activities. Such documents may include: certificates of recycling, shipping papers, manifests, receipts of return from manufacturers, and other relevant documents that identify quantities and the locations of where waste smoke detectors and their components were disposed of or recycled.

7. DENVER WATER RESPONSIBILITIES:

- A. Denver Water's Contract Representative must approve the schedule for all inspections and maintenance prior to the Contractor beginning the work.
- B. Denver Water's Contract Representative will ensure access to all Denver Water-owned properties covered by this Contract.

8. WORK SCHEDULE:

All work will be done during regular business hours. All work performed for the Administration Building Cafeteria will need to be completed after 2:30 pm. All testing must be verified by a Denver Water employee. No work will be done on holidays, Saturdays or Sundays. The

SPECIAL CONDITIONS
(continued)

Contractor must provide a schedule for all work to Denver Water's Contract Representative for approval. Work for non-Halon systems must be completed once per year between March 15 and June 1 of each contract year, and the schedule for this work must be provided by February 28. Work on all Halon systems should occur twice per contract year, in April and October.

If a Denver Water facility is manned, the Contractor's field service personnel must check in with the supervisor of the facility before proceeding with work. If a Denver Water facility is unmanned, arrangements must be made with the Contract Representative for entry to the facility. When the personnel arrive at the designated job site, they will be informed of the equipment to be serviced and the location.

9. PRICE ADJUSTMENT:

Prices under this contract are to be firm for the first 24 months.

Requests for price increases or decreases after the first 24-month period shall be submitted to Denver Water by the Contractor with appropriate documentation at least 60 days prior to the next applicable period with appropriate documentation.

Denver Water and the Contractor will mutually agree at the appropriate time on the format and methodology of determining the documented price adjustments.

Denver Water reserves the right to accept or reject any price adjustments that may apply. Denver Water reserves the right to assign an auditor, at its expense, who shall be entitled to certify the accuracy of the price adjustment.

Denver Water's rejection of any price adjustment may be considered grounds for termination of the Contract.

10. PAYMENT:

The Contractor shall submit itemized monthly invoices to:

Denver Water
Attention: Accounts Payable, MC 270
1600 West 12th Avenue
Denver, Colorado 80204-3412

Detailed invoices shall be submitted within 30 days of service for each line item in the Bill of Material. Indicate the Contract number 13502A, location, equipment serial numbers (if applicable), copy of equipment service log, all labor charges and list of parts used for inspection, maintenance or repairs. Include all invoices of any materials purchased to complete the work if the cost of those materials will be charged to Denver Water.

SPECIAL CONDITIONS
(continued)

The charges for replacement parts and equipment for each work request shall be determined by multiplying the actual cost shown on the Contractor's original invoice(s) by a set multiplier which must be provided as part of the Contractor's Bid and which shall not be more than 10%. All of the Contractor's original invoices must be submitted with billing.

No payment will be made to the Contractor for tools used to repair equipment.

11. CONTRACT ADMINISTRATOR:

Questions or comments concerning this Contract shall be directed to Denver Water's Contract Administrator, Scott Nelson, Building Maintenance Foreman, at 1600 West 12th Avenue, Denver, Colorado 80204-3412 or by telephone 303-628-6001.

12. PERSONNEL SCREENING:

Due to the nature of the Work, Contractor will be subject to the screening procedures detailed in Exhibit B.

SCOPE OF WORK

1. INSPECTION:

- A. Perform sensitivity test all on smoke detectors in the second year of this Contract.
- B. Adjust and clean all smoke detectors once per contract year.
- C. Visually inspect all manual stations, initiate alarms and verify at control panels. Reset manual stations and control panels.
- D. Visually inspect all removable element thermal detectors per control panel zone, operate detector contacts and verify alarms at control panels. Reinstall elements into detector and reset control panels.
- E. Activate all restorable thermal detectors by a rapid temperature increase, allow to cool, verify operation and reset control panels.
- F. Visually inspect all ceiling, plenum and under-floor mounted ionization smoke detectors. Activate detector with manufacturer-approved smoke aerosol testing agent, clean chamber, verify alarm at control panels and reset.
- G. Visually inspect all ceiling, plenum and under-floor mounted photoelectric smoke detectors. Clean chamber, activate detector with manufacturer-approved smoke aerosol testing agent or pyrometer to simulate fire alarm condition, verify alarm at control panels and reset.
- H. Inspect all audible/visual signals, activate and verify operation of all alarm signals. Reset control panels.
- I. Measure battery voltage, check electrolyte level in non-sealed batteries, burnish battery terminals, coat terminals with protective grease, remove primary power, place batteries under load, return primary power and measure battery charge current.
- J. Test audio amplifier supervision to verify trouble detection and check voice clarity and proper volume levels.
- K. Temporarily deactivate signal circuits on all control panels, simulate alarms on zones, wipe down front of panel and vacuum inside, perform lamp tests, measure voltages and restore signal circuits.
- L. Notify fire department/central station of system test, activate alarm and confirm alarm was received at remote location.
- M. Manually activate detectors by pyrometer to simulate alarm condition and reset at panel.

SCOPE OF WORK
(continued)

- N. Test Halon and Ansul systems in accordance with industry standards, NFPA code and manufacturers' specifications and recommendations.
- O. Test wet systems including flow rates to meet design specifications.
- P. Perform inspections and testing in accordance with industry standards, NFPA code and manufacturers' specifications and recommendations.
- Q. Any repairs which are required as a result of the inspection must be approved by the Contract Representative prior to procurement of parts.
- R. Contractor will label and test all dry systems.

2. MAINTENANCE MATERIALS:

- A. The Contractor shall provide necessary material including status light bulbs, enclosure seals, contact cleaner, lubricants, cleaning materials and manufacturer-approved smoke aerosol testing agent.
- B. The Contractor shall provide spare fuses for each panel and maintain spare fuse supply in each panel.
- C. The Contractor shall make every attempt to obtain the best quality parts at the best price. At the completion of the work, all replaced parts shall be returned to Denver Water for inspection.

BILL OF MATERIAL
FOR
FIRE ALARM INSPECTIONS AND PREVENTATIVE MAINTENANCE
Bidders' Proposal No. 13502A

TOTAL INSPECTION COST

Administration Building
1600 W. 12th Avenue
Denver, CO 80204

\$ _____

Pyrotronics System 3 Universal Alarm Control	1
Secutron Addressable Signal System Unit	1
UT-410 Interface Panel	1
Johnson Control Fire Alarm Annunciation Panel	1
Water Flow Switches	9
Backflow Prevention	1
Tamper Switch	1
Manual Pull Station	18
Photoelectric Smoke Detector	18
Photo Duct Smoke Detector	6

Note: The Westside Complex devices must all report to the Secutron Addressable Signal System Units in both the Guard Shack (Building 14) and the Administration Building.

a. Computer Room

\$ _____

(Twice per contract year. See Special Conditions and Scope of Work.)

System- Ansul Auto Pulse – 2000	1
Halon 1301	2
Tank @ 460 Lbs.	1
Tank @ 370 Lbs.	1
Main Release Switch	1
Abort Station	1
Photoelectric Smoke Detector	33

b. Cafeteria

\$ _____

(Twice per contract year. See Special Conditions and Scope of Work.)

System – Pyro-Chem NMCH3	1
FCL-300 Wet System	1
2 Ansul Tanks @ 3 Gallons Each	2
Control Heads	2

BILL OF MATERIAL
(continued)

West Side Complex
1600 W. 12th Avenue
Denver, CO 80204

a. Building 1

\$ _____

Fire Alarm Control Panel-Secutron-2900	1
Photoelectric Smoke Detector	46
Rate of Rise Detector	13
Manual Pull Station	9

b. Building 2

\$ _____

Fire Alarm Control Panel-Secutron-2900	1
Smoke Detector	1
Pull Station	8
Horn/Strobe	12
Water Flow Switches	2
Tamper Switch	1
Riser 2"	1
Glycol Wet Pipe System	1
Backflow Prevention	1

c. Building 3

\$ _____

Fire Alarm Control Panel-Secutron-2900	1
Photoelectric Smoke Detector	2
Fixed Temp Heat Detector	2
Manual Pull Station	3
Horn/Strobe	18
Tamper Switch	3
Water Flow Switch	2
Backflow Prevention	1

d. Building 7

\$ _____

Fire Alarm Control Panel-Secutron-2900	1
Manual Pull Station	4
Horn/Strobe	4
Water Flow Switch	1
Riser 2"	1
Backflow Prevention	1

BILL OF MATERIAL
(continued)

e. Buildings 8-9A, 9B

\$ _____

Fire Alarm Control Panel-Secutron-2900	1
Photoelectric Smoke Detector	10
Fixed Temp Heat Detector	23
Manual Pull Station	9
Photo Duct Detector	2
Horn/Strobe	9

f. Building 10

\$ _____

Fire Alarm Control Panel-Secutron-2900	1
Photoelectric Smoke Detector	19
Fixed Temp Heat Detector	9
Manual Pull Station	6
Horn/Strobe	7

g. Building 11

\$ _____

Fixed Temp Heat Detector	2
Manual Pull Station	1

h. Building 12

\$ _____

Photoelectric Smoke Detector	32
Fixed Temp Heat Detector	5
Manual Pull Station	4
Photo Duct Detector	8
Water Flow Switch	1
Horn / Strobe	9
Backflow Prevention	1

i. Building 13

\$ _____

Fire Alarm Control Panel-Secutron-2900	1
Photoelectric Smoke Detector	36
Photo Duct Smoke Detector	8
Rate of Rise Heat Detector	16
Manual Pull Station	9
Horn/Strobe	7

BILL OF MATERIAL
(continued)

j. Building 14

\$ _____

Fire Alarm Control Panel-Secutron-2900	1
UT-410 Interface Panel	1
Horn/Strobe	1
Westside Complex Annunciation Panel	1

k. Building 15

\$ _____

Fire Alarm Control Panel-Secutron-2900	1
Manual Pull Station	5
Duct Detector	5
Horn/Strobe	5
Water Flow Switch	1
Backflow Prevention	1

l. Building 16

\$ _____

Fire Alarm Control Panel-Secutron-2900	1
Photoelectric Smoke Detector	14
Photo Duct Smoke Detector	3
Fixed Temp Heat Detector	4
Manual Pull Station	10
Horn/Strobe	11
Tamper Switches	4
Water Flow Switch	2
Supervisory Switch	1

BILL OF MATERIAL
(continued)

Marston Water Treatment Plant
6100 W. Quincy Ave.
Denver, CO 80235

\$ _____

System-Edwards System Technology EST-1	1
System- Pyrotronics Protection System SA-31	1
System- Notifire Annunciation Panel SFP-1024	1
Photoelectric Smoke Detectors	62
Fixed Temp Heat Detectors	13
Duct Detectors	28
Manual Pull Stations	26
Horn/Strobe	37
Beam Detectors	7
Tamper Switch	3
Flow Switch	2
Backflow Prevention	2

Marston Water Quality Lab
6100 W. Quincy Ave.
Denver, CO 80235

\$ _____

System-Fire-Lite MS-9200	1
Photoelectric Smoke Detector	48
Rate of Rise Heat Detector	8
Photoelectric Duct Detector	4
Manual Pull Station	6
Horn/Strobe	10

Moffat Water Treatment Plant
10901 W. 20th Ave.
Lakewood, CO 80215

\$ _____

System - Secutron MR - 2900	1
Photoelectric Smoke Detector	30
Fixed Temp Heat Detector	13
Photo Duct Smoke Detector	13
Pull Stations	13
Tamper Switch	1
Flow Switch	1
Backflow Prevention	2

BILL OF MATERIAL
(continued)

Ashland Facility

5260 W. 29th Ave
Denver, CO

\$ _____

System- Harrington HS-3100	1
Photoelectric Smoke Detector	7
Fixed Temp Heat Detector	16
Manual Pull Station	4
Horn/Strobe	5

Capitol Hill Facility

1000 Elizabeth St.
Denver, CO

\$ _____

System- Electro-Signal Lab 1500 Series	1
Photoelectric Smoke Detector	7
Rate of Rise Heat Detector	5
Manual Pull Station	6
Water Flow Switch	1
Tamper Switch	1
Backflow Prevention	1
Horn/Strobe	4

Sixty-Fourth Avenue Facility

21850 E. 64th Ave.
Aurora, CO

\$ _____

System – Cerberus-Pyrotronics CP-400	1
Photoelectric Smoke Detector	7
Rate of Rise Heat Detector	19
Manual Pull Station	4
Horn/Strobe	8

BILL OF MATERIAL
(continued)

Foothills Water Treatment Plant

6730 N. Rampart Range Rd.
Littleton, CO

\$ _____

System – Secutron MR-2900	1
System – Notifire SPF 1024	1
Photoelectric Smoke Detector	116
Fixed Temp Heat Detector	48
Photo Duct Smoke Detector	7
Manual Pull Station	30
Horn/Strobe	24
Beam Detector	1
Flame Detector	4
Tamper Switch	8
Water Flow Switch	5
Fire Door – Double	6
Fire Door – Drop Coil	10
Backflow Prevention	2
System – Kidde Gemini II	1

Foothills Water Treatment Plant

6730 N. Rampart Range Rd.
Littleton, CO

\$ _____

Halon Agent 1301& system	4
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Belleview Pump Station

9265 N. Washington St.
Denver, CO

\$ _____

System - Pyrotronics PYR- -A- Larm CTZ-1	1
Photoelectric Smoke Detector	7
Horn/Strobe	2
Manual Pull Station	2

BILL OF MATERIAL
(continued)

Recycled Facility (multiple locations)

\$ _____

5650 York St.
Denver, CO

System - Simplex 4100 – U	1
System - Simplex 4010	3
Photoelectric Smoke Detector	116
Fixed Temp Heat Detector	12
Photo Duct Smoke Detector	40
Manual Pull Station	40
Horn/Strobe	88
Tamper Position Switches	3
Water Flow Switch	1
Backflow Prevention	1

Strontia Springs Dam

\$ _____

4910 So. Platte River Rd.
Littleton, CO

System - Fire Control Instrument	1
Photoelectric Smoke Detector	9
Rate of Rise Heat Detector	1
Horn/Strobe	2

Metro (Source Water) Pump Station

\$ _____

6450 York St.
Denver, CO

System – Simplex 4010	1
Photoelectric Smoke Detector	6
Photo Duct Smoke Detector	6
Manual Pull Station	3

Roberts Tunnel (Hydropower Plant)

\$ _____

49548 U.S. Hwy. 285
Grant, CO 80448

System – FCI FC72 Series	1
System – Fenwal Halon 2210	1
Photoelectric Smoke Detector	4
Manual Pull Station	2

BILL OF MATERIAL
(continued)

Dillon Dam (Hydropower Plant)

858 Old Colorado Hwy. 9
Unincorporated Summit County

\$ _____

System FCI SC72	1
Photoelectric Smoke Detector	9
Manual Pull Station	4
Horn/Strobe	1

Hillcrest (Hydropower Plant)

4200 So. Happy Canyon Rd.
Denver, CO

\$ _____

System – Secutron MR - 2400	2
Photoelectric Smoke Detector	5
Photo Duct Smoke Detector	1
Horn/Strobe	3
Manual Pull Station	1

Williams Fork

1839 County Rd. 3008
Parshall, CO

\$ _____

System - Adem – Co 3130 XM	1
Photoelectric Smoke Detector	3
Horn/Strobe	2

Lone Tree Pump Station

7700 Chaparral Rd.
Lone Tree, CO

\$ _____

System – Notifier SGL-1000	1
Smoke Detector	11
Rate of Rise Detector	12
Manual Pull Station	5
Horn/Strobe	6

BILL OF MATERIAL
(continued)

Moffat Collection (Winter Park)

1231 County Rd. 72
Fraser, CO

\$ _____

System - Fire-Lite MS-9200	2
Rate of Rise Heat Detector	10
Photoelectric Smoke Detector	2
Horn/Strobe	9
Manual Pull Station	6

Highlands DC Station

8100 S. University Blvd.
Centennial, CO

\$ _____

System – Harrington HS – 3100	1
System – Secutron MR – 2900	1
System – Auto-Pulse 2644	1
System – Ansul Sapphire System	1
Smoke Detector	43
Heat Detector	3
Pull Station	6
Horn/Strobe	5
Sprinkler Flow Switch	1
Tamper Switch	1
Backflow Prevention	1

Einfeldt DC Station

1900 So. University Blvd.
Denver, CO

\$ _____

System – Secutron MR – 2100	1
Duct Detector	1
Horn/Strobe	4
Pull Station	1
Sprinkler Flow Switch	1
Tamper Switch	1
Backflow Prevention	1

BILL OF MATERIAL
(continued)

Quivas

555 Quivas St.
Denver, CO 80204

\$ _____

System – Secutron MR – 2100	1
Duct Detector	3
Smoke Detector	2
Pull Station	4
Horn/Strobe	28
Tamper Switch	2
Water Flow Switch	2
Backflow Prevention	1

Cat & Miller Reservoirs

2900 E. 69th Way
Commerce City, CO

\$ _____

System – Fire – Lite MS 9200 UDLS	1
Photoelectric Smoke Detectors	6
Pull Station	2
Horn/Strobe	2

Chatfield Pump Station

8391 Continental Divide Rd.
Littleton, CO 80123

\$ _____

System – EST-1	1
Photoelectric Smoke Detectors	1
Pull Station	3
Horn/Strobe	3

Kassler Facility

11300 Waterton Rd.
Littleton, CO 80125

\$ _____

System – Fire – Vista 128 FB	1
Photoelectric Smoke Detectors	5
Horn/Strobe	1

BILL OF MATERIAL
(continued)

Gross Dam Hydro-Electric Plant

4121 Gross Dam Road
Boulder, CO

\$ _____

Fire-Lite MS-9200UDLS	1
Photoelectric Smoke Detectors	3
Duct Detectors	6
Pull Station	1
Horn/Strobe	5

Montclair Pump Station

4121 Gross Dam Road
Boulder, CO

\$ _____

Fire-Lite MS-9200UDLS	1
Photoelectric Smoke Detectors	4
Rate of Rise Heat Detectors	8
Duct Detectors	3
Manual Pull Stations	8

Labor Rate Per Hour For Non-Inspection Work

\$ _____

Emergency Labor Rate Per Hour

\$ _____

Backflow Prevention Rate Per Hour

\$ _____

% Markup On Parts/Materials (max 10%) Used for Repairs

_____ %

The accepted Bidder's pricing will be inserted between the Bill of Material and the Proposal.

PROPOSAL
FOR
FIRE ALARM INSPECTIONS AND PREVENTATIVE MAINTENANCE
Bidders' Proposal No. 13502A

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 services and materials set forth in the BILL OF MATERIAL and SCOPE OF WORK in accordance with the terms and conditions contained in the Contract Documents.

1. The Contract Documents, incorporated herein by reference, consist of the Invitation for Bids, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Bill of Material, Proposal, TIN, Acceptance and any Addenda issued by the Board. No one part of the Contract Documents shall constitute the Contract, but the whole taken together shall be the Contract between the parties.

2. The price offered to supply the services and materials set forth in the BILL OF MATERIAL and the SCOPE OF WORK 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:

3. The Board will pay for all items purchased as set forth in the Contract Documents.

4. The Contractor shall deliver all items purchased under the Contract in accordance with the Contract Documents.

Proposal
(continued)

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 Contractor 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. _____

E-mail _____

City State Zip Code

Bidder's status: Individual/sole proprietor Corporation of the state of _____
Partnership or joint venture Other _____

Owner of Firm: _____

BOARD'S ACCEPTANCE
FOR
FIRE ALARM INSPECTIONS AND PREVENTATIVE MAINTENANCE
Bidders' Proposal No. 13502A

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

(Name of Firm)

Check:

- Individual/sole proprietor
- Corporation
- 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 amount not to exceed:

_____ dollars.

Dated at Denver, Colorado, this _____ day of _____, 20_____.

CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS

By _____
Manager of Purchasing/Designee

REGISTERED AND COUNTERSIGNED:
AUDITOR, CITY AND COUNTY OF DENVER

By: _____

EXHIBIT A

Contractor shall maintain the following insurance in full force and effect during the full term of this Agreement. Contractor shall provide to the Board certificates of insurance (and renewals thereof) demonstrating that the following insurance requirements have been met.

a. 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.

b. Automobile Liability Insurance:

Option 1: 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. Selection of this option verifies that the **Contractor will be using a vehicle that is covered by Contractor's automobile insurance policies to perform the Work.**

~~Option 2: Automobile liability insurance with limits not less than \$250,000 per occurrence for owned, non-owned and hired vehicles used by the Contractor in relation to this Agreement. Selection of this option verifies that the **Contractor will not be using a vehicle to perform the Work but will be commuting in a vehicle that is covered by Contractor's automobile insurance policies.**~~

~~Option 3: Automobile liability insurance with limits not less than those required by Colorado law. Selection of this option verifies that the **Contractor will not be using a vehicle to perform the Work but will be commuting in a vehicle that is covered by Contractor's automobile insurance policies.**~~

~~Option 4: Proof of automobile insurance is not required, but Colorado law applies. Selection of this option verifies that the **Contractor will not be doing any driving to perform the Work, not even for meetings.**~~

c. Professional Liability Insurance:

~~Professional liability insurance with limits not less than \$1,000,000 per claim covering all licensed professionals performing Work under this Agreement.~~

d. Workers' Compensation and Employer's Liability Insurance:

Option 1: Contractor must maintain Workers' Compensation and Employer's Liability Insurance, as required under the laws of the State of Colorado, in full force and effect during the full term of this Agreement.

EXHIBIT A

Option 2: Contractor is not required to maintain Workers' Compensation and Employer's Liability Insurance because:

- 1) Contractor is a **sole proprietor without employees**. This exception does not apply if Contractor is a sole proprietor located in Colorado doing construction work under this Agreement, unless Contractor has filed a statement of trade name pursuant to C.R.S. § 7-71-103 and has waived Workers' Compensation and Employer's Liability Insurance, as required under the laws of the State of Colorado, and therefore will provide the Board with evidence of such waiver along with the other certificates of insurance.
 - 2) Contractor is a **corporation** located in Colorado that has waived Workers' Compensation and Employer's Liability Insurance, as required under the laws of the State of Colorado, and therefore will provide the Board with evidence of such waiver along with the other certificates of insurance.
 - 3) Contractor is a **limited liability company** located in Colorado that has waived Workers' Compensation and Employer's Liability Insurance, as required under the laws of the State of Colorado, and therefore will provide the Board with evidence of such waiver along with the other certificates of insurance.
 - 4) Contractor is **located outside of Colorado** and will not during the term of this Agreement hire employees in Colorado or transfer employees to Colorado without maintaining Workers' Compensation and Employer's Liability Insurance, as required by Colorado law, in full force and effect during the full term of this Agreement.
- e. Other Requirements:
- 1) Contractor's insurers shall maintain an A.M. Best rating of A-, VII or better.
 - 2) All self-insured retentions or deductibles must be declared and approved by the Board.
 - 3) Thirty (30) days' advance notice of cancellation shall be provided to the Board, except for ten (10) days notice for cancellation due to non-payment of premium.
- f. Evidence of Insurance:
- Contractor shall provide copies of insurance policies upon request of the Board and in redacted form if necessary to protect confidential information.
- g. The Board reserves the discretion to accept alternative types of insurance if the Board deems such alternatives to be sufficiently protective of its interests.

EXHIBIT A

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]

EXHIBIT B

Personnel Screening

At least five (5) working days before assigning an employee or agent to perform duties under this Agreement that require the employee or agent to work under circumstances presenting security concerns or to have access to the Board's sensitive information, proprietary computer programs, software or servers, the Contractor will submit the employee's or agent's name to the Board's Representative and certify on the Board-provided Certification of Personnel Screening form that no more than one (1) year prior to the assignment it performed a background check on the employee or agent, including a review of criminal history, and determined that the employee or agent does not pose a risk to persons or property. Background checks must include a Colorado Bureau of Investigation (CBI) Criminal History Check, and, if the employee or agent has lived outside the State of Colorado or the United States during the last five (5) years, a criminal history check from each state or country of residence. For employees or agents who will have access to the Board's financial records and/or accounting processes, including purchasing, payables, receivables, and treasury or cash management, Contractor also will conduct a credit history check on the employee or agent and certify on the Board-provided Certification of Personnel Screening form that Contractor has determined that the employee or agent does not pose a risk to the Board. The Board reserves the right to direct the Contractor to assign another employee or agent, meeting the requirements of this paragraph, to perform the work if the Board has reason to believe that during the term of the Agreement the assigned employee or agent engaged in criminal activity or was involved in financial improprieties, to be determined by the Board in its sole discretion.

CERTIFICATION OF PERSONNEL SCREENING BY CONSULTANT/CONTRACTOR

To be completed by the Board's Contract Administrator:

Contract No: _____ Consultant/Contractor: _____

The work under the Agreement involves:

(Check one or more and describe the duties in the spaces provided, and check the corresponding numbered box in the Consultant/Contractor section below.)

- 1. Operating a Board vehicle *(driving record and license check required)*
- 2. Performing work involving security concerns. Describe duties: _____

(criminal background check required)
- 3. Accessing Board's financial records or accounting processes *(credit check required)*
- 4. Performing safety-sensitive work. Describe duties: _____

(criminal background check and drug and alcohol screening required)

To be completed by the representative of Consultant/Contractor:

Name of Employee/Agent: _____ Start Date: _____

I, _____, as a representative of the Consultant/Contractor, certify that the above-named employee or agent of the Consultant/Contractor is assigned to complete the work described above and (check the applicable options below):

- 1. Has a valid Colorado driver's license and a satisfactory driving record, defined as having no more than six (6) points on his/her driving record in the three (3) years prior to the assignment. *(Applies if work involves operating a Board vehicle.)*
- 2. Has been the subject of a background check no more than one (1) year prior to the assignment, and I have determined that he/she does not pose a risk to persons or property. Background checks must include a Colorado Bureau of Investigation (CBI) Criminal History Check, and, if the employee or agent has lived outside the State of Colorado or the United States during the last five (5) years, a criminal history check from each state or country of residence. *(Applies if work involves security concerns or safety-sensitive duties.)*
- 3. Has been the subject of a credit history check, and I have determined that he/she does not pose a risk to the Board. *(Applies if work involves accessing the Board's financial records or accounting processes.)*
- 4. No more than one (1) month prior to the assignment, he/she passed a drug and alcohol screening performed by the following Board-recommended testing facility using a Rapid Screen test *(name of facility)* _____, or by the following DOT-certified laboratory and using the DOT 5 panel drug test *(name of DOT-certified laboratory)* _____. *(Applies if work involves safety-sensitive duties.)*

Under penalty of perjury, I swear the above statements are true and correct.

Signature: _____ Date: _____

Phone: _____ E-mail: _____