

# TERMS AND CONDITIONS FOR SERVICES



Attention: Shantelle Griego

City of Greeley, Finance/Purchasing

1001 9<sup>th</sup> Avenue, Greeley, CO 80631

Ph: 970-350-9333 | Email: [Shantelle.Griego@GreeleyGov.com](mailto:Shantelle.Griego@GreeleyGov.com)

Your quotation is requested for "Generator Maintenance Services" per the specifications attached. Questions regarding this quote may be directed to Shantelle Griego at 970-350-9333.

Interested respondents are requested to submit quotes prior to 2:00 p.m. on Monday November 2, 2020 to the email listed above. All questions must be submitted to the email above prior to 2:00 p.m. on Monday October 26, 2020.

## **SPECIFICATIONS**

There will not be a Pre-Quote Meeting.

Specifications/Scope of Work (SOW): The SOW is incorporated within the terms of this Contract. *(The department enters this information to ensure that all quotes are based on the same specifications. Ensure installation, start-up costs, training, delivery charges should be FOB the City of Greeley.*

Please see attached specifications.

## **CONTRACT FOR SERVICES**

This Contract is entered into by and between the party identified on the quote for this Contract ("VENDOR"), and the CITY OF GREELEY, COLORADO acting by and through the department named on the Invitation to Quote for this Contract ("CITY") and collectively referred to as the "PARTIES." The PARTIES agree to the terms and conditions in this Contract.

### **ARTICLE 1. DEFINITIONS**

CITY- the City of Greeley, Colorado and shall include its agents, officials, and employees.

CONTRACT – an enforceable Contract as defined in Section 4.20.030 of the Greeley Municipal Code that is written evidence of CITY'S acceptance of VENDOR'S offer to provide goods and/or perform the work of the contract for the price stated therein.

SERVICES - the material, labor, and/or skills the professional consultant or other VENDOR is to provide to CITY by operation of the Contract.

VENDOR - any individual person or business entity to which the contract is issued and includes the Vendor's agents, servants, and employees.

### **ARTICLE 2. SERVICES AND PAYMENTS**

- 2.1 VENDOR shall provide to CITY the services set out in the Statement of Work issued by the CITY (the "Services"). The VENDOR shall provide the Services:
- A. in accordance with the terms and subject to the conditions set forth in the Statement of Work and this Contract;
  - B. using personnel of required skill, experience, and qualifications;
  - C. in a timely, workmanlike, and professional manner;
  - D. in accordance with the highest professional standards in VENDOR'S field; and
  - E. to the reasonable satisfaction of CITY.
- 2.2 For the Services to be performed hereunder, CITY will pay to VENDOR those fees determined in accordance with VENDOR'S quote. Said fees will be payable within 30 days of receipt by CITY of an invoice from Service Provider accompanied by documentation reasonably requested by CITY evidencing all charges.
- 2.3 CITY certifies the following:
- A. An amount of money equal to or greater than the contract amount has been appropriated and budgeted for the Services.
  - B. No change order or additional Contract, which requires additional compensable work to be performed by the VENDOR, will be issued by CITY unless an amount of money has been appropriated and budgeted in an amount sufficient to compensate VENDOR for such additional compensable work.

### **ARTICLE 3. TERM AND TERMINATION**

- 3.1 This Contract shall commence as of the Effective Date and shall continue thereafter until the completion of the Services unless sooner terminated.

- 3.2 CITY in its sole discretion, may terminate this Contract in whole or in part, at any time without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least 60 days' prior written notice to Service Provider.
- 3.3 Either Party may terminate this Contract, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party breaches this Contract, and such breach is incapable of cure or is not cured within a reasonable time.

#### **ARTICLE 4. PURCHASING ORDINANCE**

This solicitation and contract are made in accordance with Chapter 4.20 of the Greeley Municipal Code, which law is incorporated by reference as if fully set forth herein.

#### **ARTICLE 5. JURISDICTION AND COMPLIANCE WITH LAW**

This Contract is executed and delivered and is intended to be performed in the State of Colorado. The laws of Colorado shall govern the interpretation and enforcement of this Contract. Venue for all actions regarding this Contract shall be Weld County, Colorado. VENDOR will perform all obligations under this Contract in strict compliance with all federal, state, and municipal laws.

#### **ARTICLE 6. INSURANCE**

VENDOR shall procure, at his own expense, and maintain for the duration of any work, insurance coverage as set forth herein at all times during the term of this Contract. All insurance policies shall be issued by insurance companies approved to do business in the State of Colorado.

- 6.1 Workers' Compensation. Workers' compensation insurance as required by state statute, and employers' liability insurance covering all VENDOR'S employees acting within the course and scope of their employment.
- 6.2 General Liability. Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
- A. \$1,000,000 each occurrence;
  - B. \$1,000,000 general aggregate;
  - C. \$1,000,000 products and completed operations aggregate.
- 6.3 Automobile Liability. Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.6.4 Professional Liability Insurance.
- 6.4 Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:
- A. \$1,000,000 each occurrence; and
  - B. \$1,000,000 general aggregate.
- 6.5 Additional Insured. CITY shall be named as additional insured on all required policies.
- 6.6 Primacy of Coverage. Coverage required of CONTRACTOR/PURCHASER/SELLER shall be primary over any insurance or self-insurance carried by CITY.
- 6.7 Cancellation. The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 10 days prior notice to CITY.

- 6.8 Certificates. Contractor shall provide to CITY certificates evidencing VENDOR'S insurance coverage required in this Contract within seven Business Days following the Effective Date. No later than 15 days before the expiration date of VENDOR'S coverage, VENDOR shall deliver to the CITY certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the CITY, VENDOR shall, within seven Business Days following the request by the CITY, supply to the CITY evidence satisfactory to the CITY of compliance with the provisions of this Contract.

#### **ARTICLE 7. INDEPENDENT CONTRACTOR**

VENDOR is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of CITY. All persons engaged in any of the work, or services performed pursuant to this Contract shall, at all times and in all places, be subject to VENDOR'S sole direction, supervision and control. VENDOR shall exercise control over the means and manner, in which it and its employees perform the work and, in all respects, VENDOR'S relationship and the relationship of its employees to CITY shall be that of an independent contractor and not as employees or agents of CITY. In the VENDOR'S capacity as an independent contractor, they are not eligible for City of Greeley Worker's Compensation coverage.

#### **ARTICLE 8. APPROVAL OF SERVICES**

The authorized representative of CITY shall be allowed to inspect the services performed and the work product offered by VENDOR at all times. VENDOR shall provide safe, convenient and proper facilities for inspection of such work product.

#### **ARTICLE 9. CHANGES IN THE WORK**

CITY, without invalidating the contract, may order additional services, and make any other reasonably related changes to the contract by altering, adding to, or deducting from services required. The price and time for completion of the services may be adjusted accordingly by mutual Contract in writing.

#### **ARTICLE 10. DEDUCTION FOR NONCONFORMING SERVICES**

If CITY deems the services deficient or inefficient and determines that modification or correction of the services is inexpedient, CITY shall make an equitable reduction of the price therefore.

#### **ARTICLE 11. CITY'S RIGHT TO TAKE OVER THE WORK**

If VENDOR should fail to provide the services properly and diligently, or default in performance of any provision of the Contract and of collateral documents, CITY, after written notice to VENDOR and his surety (if any) may, without prejudice to any other remedy CITY may have, dismiss VENDOR and complete the work or hire other service providers and may deduct the cost of so doing from any unpaid balance of the price due or to become due to VENDOR. If the cost of completing the services is in excess of the unpaid balance of the price, VENDOR shall reimburse CITY the cost of such excess, which CITY has paid or will pay. CITY shall have a cause of action at law for the amount of such excess and all costs of prosecution of such action, including attorney's fees.

#### **ARTICLE 12. CITY'S RIGHT TO SUSPEND VENDOR'S PERFORMANCE**

For good and sufficient cause, such as (i) unsuitable services, (ii) improper superintendence, (iii) VENDOR'S failure to carry out any reasonable order or to perform any provision of the Contract and collateral documents, (iv) any other circumstance unfavorable for the prosecution of the work, of (v) CITY shall have the right to suspend the VENDOR'S performance of the services for CITY'S convenience. Notice of such suspension shall be in writing. VENDOR shall resume performance of the work promptly when so notified to resume in writing.

### **ARTICLE 13. RIGHT TO BAR PERSONS FROM THE WORK AND SITE**

CITY reserves the right to bar any person, including employees of VENDOR and Subcontractors, from CITY'S work site. This shall not be treated as a request for the employee's termination but a request that the employee not be assigned to work on CITY'S work site. No increase in contract time or price is authorized.

### **ARTICLE 14. ACCEPTANCE AND FINAL PAYMENT**

Within a reasonable time after the VENDOR'S completion of the services, CITY will review the final work product to determine whether the services have been completed in accordance with the Contract and collateral documents. When the owner indicates approval and acceptance of the services, the VENDOR may requisition final payment, including retainage, if any, on account of the Contract price.

### **ARTICLE 15. GUARANTY AND WARRANTIES**

VENDOR shall furnish CITY with a written guarantee for one (1) year covering all performance standards, labor, materials, and workmanship incorporated in the services performed. VENDOR, in instances of services performed or material or equipment furnished for which warranties are required by the specifications, shall procure such warranties and deliver them to CITY upon completion of the services. Such warranties will in nowise lessen VENDOR'S responsibilities under the Contract documents. Whenever warranties or guarantees are required by the specifications for a period longer than one (1) year, such longer period shall govern.

### **ARTICLE 16. TABOR**

The parties understand and acknowledge that each party is subject to Article X, Section 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Contract. It is understood and agreed that this Contract does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Contract to the contrary, all payment obligations of CITY are expressly dependent and conditioned upon the continuing availability of funds beyond the term of CITY'S current fiscal period ending upon the next succeeding December 31. Financial obligations of CITY payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of CITY and applicable law. Upon the failure to appropriate such funds, this Contract shall be deemed terminated.

### **ARTICLE 17. DISPUTES**

Any dispute arising under this contract, which is not disposed of by Contract, shall be decided by CITY, who shall reduce its decision to writing and furnish a copy thereof to VENDOR. The decision of CITY shall be final. Pending final decision of a dispute hereunder, VENDOR shall proceed diligently with the performance of this contract.

### **ARTICLE 18. REMEDIES**

- 18.1 The rights and remedies under this Contract are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in this Contract.
- 18.2 The parties agree that irreparable damage would occur if any provision of this Contract were not performed in accordance with the terms hereof and that the parties shall be entitled to equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

## **ARTICLE 19. INDEMNIFICATION**

VENDOR shall indemnify and save harmless CITY, from and against all claims, liability, demands, losses, and/or expenses resulting from any negligent act or omission of VENDOR, its agents, subcontractors and suppliers in the performance of services under this Contract. Such duty to indemnify and save harmless CITY shall be for an amount represented by the degree or percentage of negligence or fault attributable to VENDOR. If VENDOR is providing architectural, engineering, design, or surveying services, the obligation to indemnify and pay costs, expenses, and attorneys' fees, is limited to the amount represented by the degree or percentage of negligence or fault attributable to the VENDOR, or VENDOR'S agents, subcontractors, or suppliers as determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual Contract between VENDOR and CITY. VENDOR'S indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by CITY'S own negligence.

## **ARTICLE 20. PUBLIC CONTRACTS FOR SERVICES**

20.1 This Article shall apply if this contract is a Public Contract for Services as defined in C.R.S. §§ 8-17.5-101, et seq. VENDOR shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

20.2 VENDOR shall not knowingly contract with a subcontractor that (i) knowingly employs or contracts with an illegal alien to perform work under this Contract or (ii) fails to certify to the VENDOR that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract.

20.3 VENDOR has confirmed the employment eligibility of all employees newly hired for employment to perform work under this Contract through participation in either the E-verify program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor & Employment.

20.4 VENDOR shall not use either E-verify or Colorado Department of Labor & Employment program procedures to undertake pre-employment screening of job applicants while performing work under this Contract.

20.5 If VENDOR obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the VENDOR shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien:

- A. notify the subcontractor and CITY within three days that VENDOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- B. terminate the subcontract with the subcontractor if, within three days of receiving notice that VENDOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien; except that VENDOR shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

20.6 VENDOR will comply with any reasonable request by the Colorado Department of Labor made in the course of an investigation that the Department is undertaking with regard to this Contract.

## **ARTICLE 21. PUBLIC CONTRACTS WITH NATURAL PERSONS**

VENDOR, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply

with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

## **ARTICLE 22. COUNTERPARTS AND ELECTRONIC SIGNATURES**

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same document. This Contract, including all component parts, may be executed and delivered by electronic signature by any of the PARTIES and all PARTIES consent to the use of electronic signatures.

## **ARTICLE 23. AUTHORITY TO BIND**

Each individual signing this Contract directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the documents on behalf of the Party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding Contract on behalf of such Party with respect to the matters concerned herein and as stated herein.

## **ARTICLE 24. ASSIGNMENT; SUCCESSORS AND ASSIGNS**

This Contract shall not be assignable by either party without the other party's prior written consent. Except as so restricted, this contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

## **ARTICLE 25. NO THIRD PARTY BENEFICIARIES**

This Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract.

## **ARTICLE 26. SEVERABILITY**

If any term or provision of this Contract or any portion of a term or provision hereof or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract and each portion thereof shall be valid and be enforced to the fullest extent permitted by law.

## **ARTICLE 27. VENUE AND GOVERNING LAW**

This Contract is being executed and delivered and is intended to be performed in the State of Colorado, and the laws of Colorado shall govern the validity, construction, enforcement, and interpretation of this Contract. Venue for all actions regarding this Contract shall be Weld County, Colorado.

## **ARTICLE 28. COLORADO LABOR**

In accordance with C.R.S. §8-17-101, all parties contracting with the City of Greeley on public works projects shall employ Colorado labor to perform the work to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on this project.

## **ARTICLE 29. FORCE MAJEURE**

To the extent that either party is not able to perform an obligation under this Agreement due to fire; flood; acts of God; severe weather conditions; strikes or labor disputes; war or other violence; acts of terrorism; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, or other cause beyond that Party's reasonable control, that Party may be excused from such performance so long as such Party provides the other Party with prompt written notice describing the condition and takes all reasonable steps to avoid or remove such causes of nonperformance and immediately continues performance whenever and to the extent such causes are removed.

## QUOTE

Pricing for this quote must include all labor, materials, delivery and the means to complete this project as required.

Services Contract Price:

(attach an itemized fee schedule of title, hours and rates associated with vendor employees expected to perform the work as **Exhibit A**)

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This quote may be awarded to one or multiple vendors as deemed in the best interest of the City of Greeley.

By submitting a quote you acknowledge that you understand and will comply with all terms and conditions set forth in the Contract associated with this Invitation for Quote. Signing this quote evidences your intent to be bound by the terms of the Contract.

By submitting this quote you further certify that this quote is made without prior understanding, Contract or connection with any business or person submitting a competitive quote and without prior commitment or influence from any person or department from the City of Greeley for this same material or service: and therefore, is in all respects fair and without collusion or fraud. Collusive quoting is a violation of State and Federal law and can result in fines, imprisonment, and civil damages. Quotes received without this signed statement will be deemed non-responsive.

Be advised that price will not be the only criteria of award; vendor performance and service history with the City of Greeley will also be considered.

Payment will be made to the vendor submitting pricing for this quote unless otherwise noted. It is the responsibility of the vendor to inform the City of Greeley of this information prior to a purchase order being processed. If this information is not made available to the City of Greeley prior to this time, it is the responsibility of the vendor submitting this quote to issue payment to another party.

Invoices for services will be submitted with an itemized list that includes both hours and rates for each individual involved in the service delivery.

Thank you for submitting a competitive quote to the City of Greeley.

DUNS NUMBER: \_\_\_\_\_

VENDOR NAME \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

PRINT AUTHORIZED SIGNATURE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

FOR CITY USE ONLY

DEPARTMENT SIGNATURE \_\_\_\_\_

**EXHIBIT A**  
**RFP #FS20-302**  
**RENEWABLE CONTRACT - GENERATOR MAINTENANCE SERVICES**

The City of Greeley, will receive proposals for "GENERATOR MAINTENANCE SERVICES" before **2:00 p.m. on Monday November 2, 2020**. Proposals will not be opened and publicly read aloud as this is a request for proposals. ONLY ELECTRONIC RFP Responses will be accepted during the COVID-19 event. Instructions for electronic submittal. Email your RFP Response to **purchasing@greeleygov.com**. Submit your RFP response to this email only – please do not email to multiple people. Only email's sent to purchasing@greeleygov.com will be considered as responsive to the request for proposals. Emails sent to other City emails may be considered as non-responsive and may not be reviewed. Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB.

The City of Greeley disseminates all bids and requests for proposals through the Rocky Mountain Online Bid System site. Go to <http://www.RockyMountainBidSystem.com>, in the upper right corner of the screen choose "Login" if your company has a login established or "Register" if it is the first time you are visiting this site. Follow the prompts for the option chosen. Select "Search for Open Bids and Addenda by Agency" and then select "City of Greeley." Bid opportunities will be listed, in bid due date sequence, by project name and bid number.

This proposal will be awarded based on the criteria listed in the specifications. Since this is a request for proposals, no information will be available to bidders until after an award has been made. Award results will be posted on the RMBS site. Be advised that price will not be the only criteria of award; vendor performance and service history with the City of Greeley will also be considered.

By submitting a signed proposal for RFP #FS20-302, you acknowledge that you understand and comply with all conditions and terms governed by this RFP. You further certify that this quote is made without prior understanding, agreement or connection with any business or person submitting a competitive quote and without prior commitment or influence from any person or department from the City of Greeley for this same material or service: and therefore, is in all respects fair and without collusion or fraud. Collusive bidding is a violation of State and Federal law and can result in fines, imprisonment, and civil damages. Quotations received without this signed statement will be handled as non-responsive.

The City of Greeley reserves the right to reject any or all proposals and to waive any informality as deemed in the best interest of the City. To answer any questions a prospective vendor may have regarding these documents, please contact Shantelle Griego at [Shantelle.Griego@Greeleygov.com](mailto:Shantelle.Griego@Greeleygov.com).

The City of Greeley  
Shantelle Griego, Contract Specialist I

**RFP #FS20-302**  
**GENERATOR MAINTENANCE SERVICES**

**PURPOSE:** It is the intent of this request to enter into a renewable contract with one or more responsive and responsible companies to perform generator maintenance for the City of Greeley as outlined in the specifications. Services on projects valued at **\$50,000.00 or less**.

The successful vendor shall furnish and pay for all equipment, labor, transportation, supervision and services to provide specified services as outlined in this request.

Materials/supplies will be priced on a percentage of markups over vendor cost. The City of Greeley reserves the right to provide materials/supplies in part or whole for any project as deemed in the best interest of the City of Greeley. This contract will not allow additional charges for travel or surcharges of any type.

No deviations shall be made from this contract without written approval of the City of Greeley Representative.

Service Provider agrees that no portion of the services specified shall be subcontracted to others without the express written permission of the Owner and with such permission all terms and conditions specified herein shall apply.

**SPECIFICATIONS:** ONLY ELECTRONIC RFP Responses will be accepted during the COVID-19 event. Instructions for electronic submittal. Email your RFP Response to **purchasing@greeleygov.com**. Submit your RFP response to this email only – please do not email to multiple people. Only email's sent to purchasing@greeleygov.com will be considered as responsive to the request for proposals. Emails sent to other City emails may be considered as non-responsive and may not be reviewed. Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB. Contract pricing will begin upon execution of the contract and remain valid for one year plus two renewable options.

**SCHEDULE "A"**  
**MAJOR SERVICE ITEMS**

1. The entire unit will be lubricated and the oil changed if the hour meter indicates more than 100 hours of operation since the last oil change or when 12 months have lapsed (oil sample pulled and analyzed). All oil filters will be replaced. Normal replenishment and replacement of fluids are included.
2. All fuel filters and sediment bowls will be cleaned or replaced.
3. Fuel tanks and lines will be inspected for the purpose of determining if excessive sludge or rust is collecting. Fuel sample pulled and analyzed for visible solids and moisture. (Diesel units)
4. Cooling system will be checked. Belts and hoses will be changed at three (3) year intervals or sooner if necessary. (Antifreeze samples pulled for analysis).
5. All batteries will be checked, recharged, or replaced as necessary.
6. Dry type air filter elements will be inspected and replaced if necessary.
7. Generator will be checked for proper setting and operation. Voltage and frequency will be adjusted.
8. Safety shutdowns will be tested and adjusted.
9. All instruments will be checked for proper operation.
10. Check exhaust system components for deterioration, and repair as necessary.
11. Automatic transfer switch will be checked for proper operation. If owner/operator will allow power to be shut off to the switch, technician will clean the contacts and lubricate moving parts as recommended. In addition, the switch will be vacuumed and brushed out for dust removal and closely inspected for frayed wiring or other maintenance hazards.
12. Recalibrate voltage sensors, reset time delay modules, and adjust battery charger.
13. Reset and test exercise clock, as well as, check hour meter for proper operation.
14. After all the above has been completed; service personnel will run generator set(s) and transfer generator power to building load. This is providing owner/operator will allow the transfer to the generator.
15. Owner's personnel will be instructed on operation and upkeep procedures to be followed by owner between regular service inspections.
16. Contractor will submit a report to the owner of the entire inspection.

## **EQUIPMENT TO BE SERVICED**

Make: Cummins  
Unit Model #: DSGAA1745019  
Unit Serial #: E170190461  
Unit Location: Fire Station #1  
\$/\_\_\_\_\_/Service

Make: Cummins  
Unit Model #: DFEJ1746693  
Unit Serial #: A180310955  
Unit Location: City Center South  
\$/\_\_\_\_\_/Service

Make: Kohler  
Unit Model #: 125RZG  
Unit Serial #: 2144827  
Unit Location: Fire Station #3  
\$/\_\_\_\_\_/Service

Make: Olympian  
Unit Model #: 96A01804S  
Unit Serial #: 2027196  
Unit Location: Island Grove Arena  
\$/\_\_\_\_\_/Service

Make: Kohler  
Unit Model #: 100RZG  
Unit Serial #: 0726392  
Unit Location: Fire Station #7  
\$/\_\_\_\_\_/Service

Make: Onan  
Unit Model #: GGFB448901  
Unit Serial #: J000163158  
Unit Location: Island Grove Comm.Bldg.  
\$/\_\_\_\_\_/Service

Make: Cummins  
Unit Model #: DFEK5778002  
Unit Serial #: B070019310  
Unit Location: Police Headquarters  
\$/\_\_\_\_\_/Service

Make: Kohler  
Unit Model #: 100RZG  
Unit Serial #: 721914  
Unit Location: Active Adult Center  
\$/\_\_\_\_\_/Service

Make: Cummins  
Unit Model #: C60D6  
Unit Serial #: F180372703  
Unit Location: Streets Division  
\$/\_\_\_\_\_/Service

Optional Load Bank Test to be performed in conjunction with other services as authorized by a City representative: \$\_\_\_\_\_/each

### **Each Service will be billed as performed.**

Normal replenishment and replacement of fluids are included. All fuel and other parts are extra.

#### Charge Amount/Hour

Regular Rate \_\_\_\_\_  
Overtime Rate \_\_\_\_\_  
Weekend Rate \_\_\_\_\_  
Holiday Rate \_\_\_\_\_  
Mileage Rate \_\_\_\_\_

Vendor Name: \_\_\_\_\_

**RFP #FS20-302**  
**GENERATOR MAINTENANCE SERVICES**

Regular hours shall be defined as Monday through Friday 7 AM to 3:30 PM. Overtime rate will apply after 3:30 PM on weekdays and all day Saturday and Sunday.

**CRITERIA:** Proposals must include the following:

- 1. Statement of Qualifications including years of experience on commercial HVAC equipment.
- 2. Three references including a contact persons’ name, phone number and email address.
- 3. Pricing of services and percentage markup on goods. Pricing must be submitted on the forms supplied in this document.

**NOTE:** Vendors must provide a list of all licenses, certifications and bonding of personnel employed by their company. Vendors that cannot provide licensed Journeyman HVAC Technician to perform work for City of Greeley projects will be considered non-responsive and their proposal will not be accepted.

**RANKING:** Vendors will be ranked on responses to the criteria above using the following points:

1. SOQ, Experience	40 Points
2. References	20 Points
3. Pricing of Goods & Services	40 Points

The vendor with the highest total score will be the primary provider. The second highest total score will the secondary provider.

Bidders may submit additional information about their company and qualifications if not addressed in the information requested. The additional information should not exceed 5 pages.

Vendors must submit any exceptions to the specifications, renewable contract document or the Terms & Conditions of this RFP with their proposal.

**Pricing must be valid for the full three years unless the vendor justifies the increase based on the construction index for each year.**

Hourly regular rate for labor \$\_\_\_\_\_ Overtime rate \$\_\_\_\_\_

Additional charges that do not fall within the hourly rate \$\_\_\_\_\_

Percentage of markup over cost of material/supplies/parts \_\_\_\_\_%

The City of Greeley utilizes credit cards to make payments up to \$10,000.00 per transaction. No additional charge for using credit cards will be accepted.

Does your firm accept credit card payments? \_\_\_\_\_Yes \_\_\_\_\_No

Payment will be made to the vendor signing this proposal form unless otherwise noted. It is the responsibility of the vendor to inform the City of Greeley of this information prior to a purchase order being processed. If this information is not made available to the City of Greeley prior to this time, it is the responsibility of the vendor submitting this proposal to issue payment to another party.

VENDOR NAME\_\_\_\_\_

AUTHORIZED SIGNATURE\_\_\_\_\_

PRINT AUTHORIZED SIGNATURE\_\_\_\_\_

PHONE NUMBER\_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

DATE\_\_\_\_\_

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ABC Insurance Company P. O. Box 1234 Anywhere, USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b>  Sample Certificate	<b>E-MAIL ADDRESS:</b>	
	<b>PRODUCER CUSTOMER ID #:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A : Financial Rating of A</b>	
	<b>INSURER B :</b>	
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	<input type="checkbox"/> CLAIMS-MADE   <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							\$
	<input type="checkbox"/> POLICY   <input type="checkbox"/> PROJECT   <input type="checkbox"/> LOC							
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$
								\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						<input type="checkbox"/> OTHER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$100,000
							E.L. DISEASE - EA EMPLOYEE	\$100,000
							E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Greeley is named as Additional Insured on General Liability. Waiver of subrogation is included on Work Compensation. This insurance is primary and noncontributory to insurance policies held by the City.

## CERTIFICATE HOLDER

## CANCELLATION

City of Greeley  
1000 10th St  
Greeley, CO 80631-3808

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## Debarment/Suspension Certification Statement

The proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State, County, Municipal or any other department or agency thereof. The proposer certifies that it will provide immediate written notice to the City if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

DUNS # (Optional) \_\_\_\_\_

Name of Organization \_\_\_\_\_

Address \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**FOR REFERENCE PURPOSES ONLY  
CONTRACT RENEWAL AGREEMENT  
CONTRACT #FS20-302 GENERATOR MAINTENANCE SERVICES**

**This Contract Renewal Agreement (the "Agreement")** is made on \_\_\_\_\_,  
by and between the City of Greeley (the "City"), and Vendor (the "Contractor"), and amends  
the HVAC Services Contract dated (the "Initial Agreement").

**STATEMENT OF PURPOSE:**

The purpose of the Agreement is to amend the term of the Initial Agreement previously entered into by the parties, and specifically identified by the Contract number set forth above, so the parties may continue to enjoy the mutual benefits of the Initial Agreement.

**STATEMENT OF AGREEMENT:**

The City and Contractor, for good and valuable consideration, agree to amend their Initial Agreement as follows:

1. The term of the Initial Agreement is extended for the period of time commencing the \_\_\_\_\_ day of \_\_\_\_\_, and continuing to and including the \_\_\_\_\_ day of \_\_\_\_\_.
2. Except as set forth in this Agreement, the Initial Agreement is unmodified and remains in full force and effect according to its terms.
3. Upon execution of this Agreement, it shall be incorporated fully into the Initial Agreement.
4. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. This Agreement may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

City of Greeley, Colorado

Vendor Name

Approved as to Substance

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City Manager-Roy Otto

\_\_\_\_\_  
Print Name

Reviewed as to Legal Form  
Office of the City Attorney

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
City Attorney-Doug Marek

Certification of Contract  
Funds Availability

\_\_\_\_\_  
Interim Director of Finance-Robert Miller