

TERMS AND CONDITIONS FOR GOODS



Attention: Shantelle Griego

City of Greeley, Finance/Purchasing

1000 10th Street, Greeley, CO 80631

Ph: 970-350-9333 | Email: Shantelle.Griego@GreeleyGov.com

Your quotation is requested for "Emergency Generator for the Crystal Lakes Fire Protection District" per the specifications attached. Questions regarding this quote may be directed to Shantelle.Griego@GreeleyGov.com.

Interested respondents are requested to submit quotes prior to 2:00 p.m. on July 26, 2019 to the address or email listed above.

Mandatory site inspection and pre-submittal meeting for vendors will be at 11:00 am July 12, 2019 at the Crystal Lakes Fire Protection District 237 Blackfoot Rd, Red Feather Lakes, CO 80545.

All vendors are required to attend the site inspection and pre-submittal meeting to qualify to submit a bid.

SPECIFICATIONS

This 40 KW generator must provide power to the building described. See Attachment A Crystal Lakes Fire Protection District Generator Installation.

This generator must be propane fueled and capable of providing full functionality at an elevation of 9,000' during extreme winter weather.

This generator must be automatic start with starting controls located within the building.

This generator must be installed on an exterior concrete pad to be included as part of this quote on the northwest side of the building. This concrete pad must be engineered and approved by Larimer County to support the imposed loads of the generator. See Attachment B for location.

Trenching to accommodate new propane piping must be provided as shown on Attachment B.

All equipment must be new and of current production by a national firm that manufactures generator set as a complete and coordinated system.

The controller must provide the capability to transmit generator status to a remote location via the internet. The controller must also provide the capability for data logging.

This generator and related equipment must be installed in accordance with the Electrical Code adopted by Larimer County, NFPA 110 and applicable industry standards.

A minimum two-year equipment and one-year installation warranty must be provided.

The CLFPD is interested in receiving a separate quote for annual maintenance for the generator set and related equipment proposed. If provided, this quote must describe the maintenance functions provided as well as the ability to be monitored off-site.

Specifications/Scope of Work (SOW): The Specifications/SOW is incorporated within the terms of this Contract.

The City of Greeley, Colorado on behalf of the Colorado Northeast All Hazard Region and the Crystal Lakes Fire Protection District (CLFPD) is seeking quotes for the purchase and installation of a propane fueled 40KW emergency generator set with transfer switch and related equipment. This generator set will be used to provide backup electrical power for some systems in the recently remodeled CLFPD fire station in northwest Larimer County. Funding (or portion) for this project has been approved by the Northeast Colorado All-Hazard Region using a State Homeland Security Grant. The bid will be administered by the Region's fiscal agent, City of Greeley. The FEMA Authorized Equipment List Number is 10GE-00-GENR.

This will be a full turn-key project including the provision of all equipment and materials, installation labor, permits if necessary, testing and training for a propane fueled emergency 40 KW generator set, transfer switch, controller, enclosure, exterior concrete pad, and accessory equipment. This project also includes trenching from the generator to a new 1000-gallon propane tank to be provided by CLFPD. Piping from the propane tank to the generator will be provided by the propane vendor under a separate contract not part of this quote.

This fire station was constructed in 1983 and was extensively renovated and expanded in 2017. During this renovation emergency power circuits were installed powering emergency lighting, exit signs, radiant heaters, office outlets, and communications equipment.

Pricing for this quote must be good for 12 months. It is desired that the generator set be installed prior to November 1, 2019. However, due to delays in approval of permits and FEMA Environmental and Historic Preservation Review, or due to weather, this installation may be postponed to the spring or early summer of 2020.

CONTRACT FOR GOODS

This Contract is entered into by and between the parties 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 the CITY'S acceptance of the VENDOR'S offer to provide goods and/or perform the work of the contract for the price stated therein.

PURCHASE ORDER – an enforceable contract as defined in Section 4.20.030 of the Greeley Municipal Code that is written evidence of the CITY'S acceptance of the VENDOR'S previous and unretracted offer to sell the goods and/or perform the work of the purchase order for the price stated therein.

GOODS – the merchandise, material, and/or labor the VENDOR is to provide to the CITY by operation of the purchase order.

SELLER - any individual person or business entity to which the contract is issued and includes the Seller's agents, servants, and employees. A Seller shall be referred to herein as a "VENDOR."

ARTICLE 2. SALE OF GOODS

2.1 VENDOR shall sell to CITY and CITY shall purchase from VENDOR the goods set forth on the Specifications issued by the CITY (the "Goods"). The VENDOR shall provide the Goods:

- A. in the quantities, at the prices and in accordance with the terms and subject to the conditions set forth in the Specifications and this Contract; and
- B. to the reasonable satisfaction of CITY.

2.2 CITY will pay to VENDOR for the Goods in accordance with VENDOR'S quote.

2.3 The place for delivery of the goods is the CITY'S place of business. All goods are FOB Greeley, Colorado.

2.4 All goods sold to CITY are "sale on approval" and may be returned to VENDOR at the convenience of CITY any time before use at VENDOR'S risk and expense, or at any time if the goods are nonconforming or defective. CITY agrees to notify VENDOR within a reasonable time of its election to return the goods.

2.5 If city personnel assistance is needed to unload the goods or special access is required, the vendor must contact the city department representative twenty-four hours prior to the delivery or as soon as is reasonable for emergency purchases.

2.6 If CITY deems it inexpedient to repair or replace damaged or nonconforming goods, or to correct damaged work or work not performed in accordance with the contract, CITY shall make an equitable reduction of the contract price. VENDOR is responsible for special orders goods made to the specifications identified by the CITY. If the special order specifications provided by CITY are not correct, CITY is responsible for the cost of the order.

2.7 CITY certifies the following:

- A. An amount of money equal to or greater than the contract amount has been appropriated and budgeted for the Goods.
- B. No change order or additional Contract, which requires additional goods from 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 goods.

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 is done in accordance with Chapter 4.20 of the Greeley Municipal Code, which law is incorporated by reference as if fully set forth herein. Time is of the essence hereof.

ARTICLE 5. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code, Title 4 of the Colorado Revised Statutes, shall prevail as the basis for contractual obligations between the VENDOR and CITY for any terms and conditions not specifically stated in this Contract.

ARTICLE 6. 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 7. 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 Additional Insured. CITY shall be named as additional insured on all required policies.

6.5 Primacy of Coverage. Coverage required of CONTRACTOR/PURCHASER/SELLER shall be primary over any insurance or self-insurance carried by CITY.

6.6 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.

6.7 Certificates. If requested, the Contractor shall provide to CITY certificates evidencing VENDOR'S insurance coverage required in this Contract within 7 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 7 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 8. INDEPENDENT CONTRACTOR

VENDOR is, and shall be, in the performance of all activities under this Contract, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work 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 9. CHANGES TO THE CONTRACT

CITY, without invalidating the contract, may order additional goods, and make any other reasonable related changes to the contract by altering, adding to, or deducting from the original order. The contract price, or delivery date of the goods may be adjusted accordingly by signing a change order.

ARTICLE 10. INSPECTION BY CITY

The authorized representative of CITY shall be given an opportunity to inspect the merchandise, material, and/or labor offered by the VENDOR and/or will, at all times, have access to the site of the work for the purpose of inspection. VENDOR shall provide safe, convenient and proper facilities for such access and inspection.

ARTICLE 11. ACCEPTANCE AND FINAL PAYMENT

Within ten days after delivery of goods and completion of the associated work, CITY will make a final inspection to determine whether the goods have been provided and all associated work has been completed in accordance with the contract and collateral documents. If any requirements of the contract are not complete, VENDOR shall promptly rectify all items. When the CITY indicates acceptance of the work, VENDOR may requisition final payment of contract price.

ARTICLE 12. GUARANTY AND WARRANTIES

VENDOR shall furnish the CITY with a written guaranty for one (1) year covering all goods, labor, materials and workmanship incorporated in the work. VENDOR, in instances of work performed or material or equipment furnished for which warranties are required by the specification, shall procure such warranties and deliver them to CITY on completion of the work. Such warranties will in no way lessen VENDOR'S responsibilities, under the contract documents. Whenever warranties or guaranties are required by the specifications for a period longer than one (1) year, such longer period shall govern.

ARTICLE 13. POST-COMPLETION INSPECTIONS

Final payment made to VENDOR for completion of the work shall not operate to relieve VENDOR of responsibility for faulty material or workmanship and, unless otherwise provided, VENDOR shall remedy any defect due thereto and pay for any damages resultant therefrom which shall appear within one year from the date of final acceptance of the work.

If VENDOR fails to promptly rectify defects or deficiencies identified during post-completion inspections, CITY may correct such defects and deficiencies and back charge VENDOR for the cost thereof.

ARTICLE 14. DEDUCTION FOR NON-CONFORMING GOODS

If the CITY deems inexpedient the repair or replacement of damaged or nonconforming goods, or of labor or work not performed in accordance with the contract, the CITY shall make an equitable reduction of the contract price.

ARTICLE 15. 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 the contractor. 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 16. 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.

ARTICLE 17. 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 intent 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 18. ELECTRONIC SIGNATURES

The Contract Documents 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. The Contract Documents, including

all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

ARTICLE 19. 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 20. SUCCESSORS AND ASSIGNS

This Amendment shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

ARTICLE 21. ASSIGNMENT

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 22. 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 23. 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.

QUOTE

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

BRAND NAME OR APPROVED EQUAL: (Include Spec Sheets for Equals)

Make/Model Being Quote:

Total Quote \$ _____ FOB Crystal Lakes Fire District

237 Blackfoot Rd, Red Feather Lakes, CO 80545

Quote Price Must Include Delivery to:

Mark Rode, Fire Chief

Crystal Lakes Fire District

237 Blackfoot Road

Red Feather Lakes, CO 80545

Contact: Mark Rode at (970) 881-3521 to schedule delivery

Delivery Date ARO (After Receipt of Order) _____

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 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.

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 _____