



Town of Parker
Finance Department
20120 East Mainstreet
Parker, Colorado 80138-7334
INVITATION FOR BID IFB#17-003

COVER SHEET

Date	January 27, 2017
Solicitation Number	IFB-17-003
Solicitation Title	MEDIAN LANDSCAPE MAINTENANCE
Services to be performed for	Town of Parker Parks and Recreation
Bids will be received until	2:00 P.M., MST, Tuesday, February 21, 2017 at the Parker Town Hall Reception Desk, 20120 East Mainstreet, Parker, Colorado 80138
For additional information please contact	Traci L. Gorman, CPPO, CPPB, Procurement Officer Email: tgorman@parkeronline.org 303-805-3188
Documents included in this package	Invitation for Bid Cover Sheet General Terms and Conditions Special Terms and Conditions Scope of Work Bid Submittal Requirements Pricing Form Attachments

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Company Name: _____	Fax: _____
Address: _____	City/State/Zip: _____
Contact Person: _____	Title: _____
Email: _____	Phone: _____
Authorized Representative's Signature: _____	Date: _____
Printed Name: _____	Title: _____
Email: _____	Phone: _____



Town of Parker
Finance Department
20120 East Mainstreet
Parker, Colorado 80138-7334

INVITATION FOR BID IFB#17-003

GENERAL TERMS AND CONDITIONS

1. **APPLICABILITY.** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Offers" and/or "Responses") made to the Town of Parker (hereinafter referred to as "Town") by all prospective suppliers (herein after referred to as "Vendors") in response, but not limited, to Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitations").

2. CONTENTS OF OFFER

2.1 **General Conditions.** Vendors are required to submit their Offers in accordance with the following expressed conditions:

2.1.1 Vendors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements or the compensation to the Vendor.

2.1.2 Vendors are advised that all Town contracts are subject to all legal requirements contained in Town ordinances, the Finance Department's policies and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.

2.1.3 Vendors are required to state exactly what they intend to furnish to the Town via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in the Vendor's Offer, it shall be construed that the Vendor's Offer fully complies with all conditions identified in this Solicitation.

2.1.4 The Town of Parker intends and expects that the contracting processes of the Town and its Vendors provide equal opportunity without regard to race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract.

2.1.5 All Offers and other materials submitted in response to this Solicitation shall become the property of the Town and will be a matter of public record. Vendors must identify, in writing, all copyrighted material, trade secrets and/or other proprietary information that it claims are exempt from disclosure under the Open Records Act.

Any Vendor claiming an exemption must identify the specific provision of the Open Records Act that provides an exemption from disclosure for each item that the Vendor claims is not subject to disclosure, and must submit an additional bound copy of the Proposal with each exempt item clearly redacted. Any Vendor claiming an exemption

must also state in its Proposal that the Vendor agrees to defend, indemnify and hold harmless the Town and its officers and employees from any action brought against the Town for its refusal to disclose any purportedly exempt material, trade secrets and other proprietary information to any party making a request therefore.

Any Vendor who fails to include an exemption statement along with the additional redacted copy of the Proposal shall be deemed to have waived any right to an exemption from disclosure as provided by the Open Records Act.

2.2 Clarification and Modifications in Terms and Conditions

2.2.1 Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the specifications outlined in this Solicitation, the specifications then the Special Terms and Conditions will prevail.

2.2.2 If any Vendor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Vendor must submit a **written request** for clarification to the Town's Procurement Officer as outlined in the Special Terms and Conditions. The Vendor submitting the request shall be responsible for ensuring that the request is received by the Town's buyer by the date and time listed in the Schedule of Activities for submitting question(s) or as stated in the Special Terms and Conditions.

Any official interpretation of this Solicitation must be made by the Town's Procurement Officer. The Town shall not be responsible for interpretations offered by other employees of the Town.

The Town shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. Addenda will be posted on the Rocky Mountain E-Purchasing System web site (<http://www.rockymountainbidsystem.com>) as well as the Town of Parker web site (<http://www.parkeronline.org>). Vendors are responsible for either revisiting one of these websites prior to the due date or contacting the Procurement Officer named on the Cover Sheet of this Solicitation to ensure that they have any addenda which may have been issued after the initial download.

The Vendor shall certify its acknowledgment of the addendum by signing the addendum and returning it with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

2.3 Prices Contained in Offer--Discounts, Taxes, Collusion

2.3.1 Vendors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Offers; discounts for periods of less than twenty days, however, will not be considered in making the award. If the Vendor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the Town receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.

2.3.2 Vendors shall not include federal, state, or local excise or sales taxes in prices offered, as the Town is exempt from payment of such taxes. Materials purchased directly by the Vendor in conjunction with this contract will, however, be subject to applicable state and local sales taxes. These taxes shall be borne by the vendor. Under no circumstances shall Vendor be authorized use the Town's tax exemption number in acquiring such materials.

2.3.3 The Vendor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, or with the Town. The Vendor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the Town's public procurement process, all Vendors are hereby placed on notice that any and all Vendors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

3. PREPARATION AND SUBMISSION OF OFFER

3.1 Preparation

3.1.1 The Town of Parker will not be responsible for any expenses incurred by any Vendor in preparing and submitting its offer.

3.1.2 The Offer must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Vendor must be initialed **in blue ink** by the authorized agent of the Vendor.

3.1.3 Offers must contain, in blue ink, a manual signature of an authorized agent of the Vendor in the space provided on the Solicitation Cover Sheet. The original Cover Sheet of this Solicitation must be included in all Offers. If the Vendor's authorized agent fails to sign and return the original Cover Sheet of the Solicitation, its Offer shall be invalid and shall not be considered.

3.1.4 Prices shall be provided by the Vendor on the Solicitation's Pricing Form when required in conjunction with the prescribed method of award and shall be for the unit of measure requested. Prices that are not in accordance with the measurements and descriptions requested shall be considered non-responsive and shall not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

3.1.5 Alternate Offers will not be considered unless expressly permitted in the Specification's Special Terms and Conditions.

3.1.6 The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.

3.2 Submission

3.2.1 The Offer shall be sealed in an envelope/package with the Vendor's name, the RFP Number and the RFP Title on the outside. When required in conjunction with the prescribed method of award, the Town's Pricing Form must be used when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in an addendum duly issued by the Town. No other form shall be accepted.

3.2.2 Offers submitted via facsimile machines or email will not be accepted.

3.2.3 Vendors which qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their Offers. The Town reserves the right to declare Vendors' Offers as non-responsive if any of these alternate terms and conditions are in conflict with the Town's terms and conditions, or if they are not in the best interests of the Town.

- 3.3 Late Offers.** Offers received after the date and time set for the opening shall be considered non-responsive and returned unopened to the Vendor.

4. MODIFICATION OR WITHDRAWAL OF OFFERS

- 4.1. Modifications to Offers.** Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted to the Town's Purchasing Department must have the Vendor's name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the Town's Purchasing Department will be considered the valid modification.

4.2. Withdrawal of Offers

- 4.2.1** Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.
- 4.2.2** In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If an Offer is withdrawn by the Vendor during this ninety day period, the Town may, at its option, suspend the Vendor from the bid list and may not accept any Offer from the Vendor for a six month period following the withdrawal.

5. REJECTION OF OFFERS

- 5.1. Rejection of Offers.** The Town may, at its sole and absolute discretion:

- 5.1.1** Reject any and all, or parts of any or all, Offers submitted by prospective Vendors;
- 5.1.2** Re-advertise this Solicitation;
- 5.1.3** Postpone or cancel the process;
- 5.1.4** Waive any irregularities in the Offers received in conjunction with this Solicitation; and/or
- 5.1.5** Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the Town.

- 5.2 Rejection of a Particular Offer.** The Town may reject an offer under any of the following conditions:

- 5.2.1** The Vendor misstates or conceals any material fact in its Offer;
- 5.2.2** The Vendor's Offer does not strictly conform to the law or the requirements of the Solicitation;
- 5.2.3** The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation's Special Terms and Conditions and/or specifications;
- 5.2.4** The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation's Special Terms and Conditions and/or specifications; or
- 5.2.5** The Offer has not been executed by the Vendor through an authorized signature on the Specification's Cover Sheet.

5.3 Elimination from Consideration

- 5.3.1** To ensure fair consideration for all Vendors, the Town prohibits communication initiated by a Vendor or on a Vendor's behalf regarding the Solicitation to or with any Town official or employee during the submission process, except as expressly set forth in this Solicitation. In addition, the Town prohibits communications initiated by a Vendor or on a Vendor's behalf to or with any Town official or employee evaluating or considering the solicitation prior to the time an award decision has been made. Prohibited communications initiated by a Vendor shall be grounds for eliminating the offending Vendor from consideration for award.
- 5.3.2** An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the Town upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the Town.
- 5.3.3** An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the Town, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

- 6. AWARD OF CONTRACT.** The Town of Parker and the successful Vendor shall execute the Town's Professional Services Agreement (see Attachment 1) to consummate a contract between the parties. This Solicitation and the Vendor's Offer shall be attached and incorporated as part of that contract.

7. CONTRACTUAL OBLIGATIONS

- 7.1 Local, State and Federal Compliance Requirements.** Successful Vendors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA).
- 7.2 Disposition.** The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of the Town.
- 7.3 Employees.**
- 7.3.1** All employees of the Vendor shall be considered to be, at all times, employees of the Vendor, under its sole direction, and not employees or agents of the Town. The Town may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on Town property is not in the best interest of the Town. In accordance with the Town's policy regarding the use of tobacco products, no employee of the Vendor shall be permitted to use tobacco products when performing work on Town property.
- 7.3.2** Vendors providing services to the Town of Parker shall comply with all State and Local requirements concerning illegal aliens and public contracts for service.
- 7.4 Workers' Compensation Insurance.** Each contractor and subcontractor shall maintain at his own expense until completion of his work and acceptance thereof by the Town, Workers' Compensation Insurance, including occupational disease provisions, covering the obligations of the contractor or subcontractor in accordance with the provisions of the laws of the State of Colorado. The contractor shall furnish the Town with a certificate giving evidence that he is covered by the Workers' Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions and provisions preventing cancellation without ten days' prior notice to the Town in writing.

7.5 Delivery. Prices, quotes and deliveries are to be **FOB destination, freight prepaid**, and shall require inside delivery unless otherwise specified in the Solicitation's Special Terms and Conditions. Title and risk of loss shall pass to the Town upon inspection and acceptance by the Town at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. In the event that the Vendor defaults on its contract or the contract is terminated for cause due to performance, the Town reserves the right to re-procure the materials or services from the next lowest Vendor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the Town shall charge the Vendor any difference between the Vendor's price and the price to be paid to the next lowest Vendor, as well as any costs associated with the re-solicitation effort.

7.6 Material Priced Incorrectly. As part of any award resulting from this process, Vendor(s) will discount all transactions as agreed. In the event the Town discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

8. CONTRACT MODIFICATIONS. Terms and conditions may be added, modified, and deleted upon mutual agreement between the Town and the Vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities and/or increases or decreases in the time limits for an existing contract. Any and all modifications must be expressed in writing through a Memorandum of Understanding and executed by authorized agents of the Town and the Vendor prior to the enactment of such modifications.

9. TERMINATION OF CONTRACT

9.1 Failure to perform. The Town may, by written notice to the successful Vendor, terminate the contract if the Vendor has been found to have failed to perform its service in a manner satisfactory to the Town as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The Town shall be the sole judge of non-performance.

9.2 Reasons other than cause. The Town may cancel the contract upon thirty days written notice for reason other than cause. This may include the Town's inability to continue with the contract due to the elimination or reduction of funding.



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SPECIAL TERMS AND CONDITIONS

SUBMISSION OF OFFERS: The original Offer must be received before the due date and time as specified in this solicitation. The Vendor is responsible for addressing the envelope as indicated below. If the submittal arrives late, it will be returned unopened. Address the envelope as follows:

Town of Parker
Finance Department, Purchasing Division
20120 East Mainstreet
Parker, CO 80138

Attn: Traci L. Gorman, CPPO, CPPB
Procurement Officer
IFB-17-003

SCHEDULE OF ACTIVITIES: The following activities and dates tentatively outline the process to be used to solicit vendor responses and to evaluate each vendor proposal.

January 27, 2017	Distribute Invitation for Bid
February 6, 2017 @ 10:00 a.m.	Deadline for Submitting Questions
February 21, 2017 @ 2:00 p.m.	Solicitation Submission Deadline
February 24, 2017	Issue Notice of Intent to Award / Notice to Proceed
March 1, 2017	Contract Start Date

PURPOSE OF SOLICITATION: The Town of Parker is issuing this Solicitation for the purpose of entering into a contract for services as specified herein from a Vendor(s) that will provide prompt and efficient service to the Town for Median Landscape Maintenance throughout the Town of Parker. Although this Solicitation specifies exact locations these services are to be completed, it is understood and agreed that the Town may, during the term of the contract, request additional services be performed by the successful Vendor(s) at other locations within the Town of Parker. This option, if exercised, is the prerogative of the Town and shall be honored by the Vendor(s) throughout the contract period. No guarantees are made that additional services will be requested.

TERM OF CONTRACT: The awarded contract shall commence on March 1, 2017 and shall remain in effect through February 28, 2018.

LIMITED CONTRACT EXTENSION TO MAINTAIN SERVICE LEVELS: It is hereby agreed and understood that the awarded contract may be extended for an additional thirty day transitional period after the contract is scheduled for termination and after any option years have been exercised. During this transitional period, the Vendor agrees to continue the same or a reduced level of service to the Town at the same prices while a new contract, also in force, is being mobilized. If the Vendor is supplying equipment in conjunction with the awarded contract, the Vendor agrees to retain its equipment at the designated Town premise(s) for an additional thirty calendar days after the termination of the contract, at which time the equipment shall be removed from the premise(s). The Vendor shall be allowed to invoice the Town for this additional period on a pro-rated basis.

LIMITED CONTRACT EXTENSION TO COMPLETE WORK: Any specific work assignment which commences prior to the termination date of the awarded contract and which will extend beyond the termination date shall, unless terminated by mutual agreement by both parties, continue until completion at the same prices, terms and conditions as set forth herein.

LIMITATION OF OPERATIONS DURING EVENINGS AND WEEKENDS: No work shall be performed on Saturday, Sunday, Holidays or on any weekdays between the hours of 7:00 p.m. and 7:00 a.m. except when such work is necessary for the proper care and protection of the work already performed, and only in those cases where permission to do such work is secured from the Town's Project Manager. No overtime work shall be started without prior approval of the Town's Project Manager or his/her designated representative.

OPTION TO RENEW FOR SUBSEQUENT YEARS (WITH PRICE ADJUSTMENT): The prices or discounts quoted in this Solicitation shall prevail during the specified term of the contract, at which time the Town shall have the option to renew the contract for three additional one-year periods. Continuation of the contract beyond the initial period is a Town prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the Town. During the option period, the Town will consider an adjustment to the pricing structure if the manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor/supplier by the manufacturer. The Vendor shall notify the Town of such adjustments during the option period at least sixty calendar days prior to the end of the then current contract year and must include detailed justification for the requested adjustment. The Town reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

The Town may consider an adjustment to the pricing structure outside of the option period, if such adjustment would be detrimental to the Vendor. The Vendor shall submit an immediate request for such an adjustment in writing to the Purchasing Division and must include detailed justification for the requested adjustment outside of the option period. This consideration is a Town prerogative and there is no guarantee that the request will be accepted outside of the option period. The Town reserves the right to accept, reject or negotiate any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

RESPONSE TO QUESTIONS: Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to Traci Gorman, CPPO, CPPB, Procurement Officer, Purchasing Division, Town of Parker, at tgorman@parkeronline.org. The Vendor submitting the question(s) shall be responsible for ensuring that the question(s) is received by the buyer by the date and time listed above in the schedule of activities for submitting the question(s) regardless of the method of delivery.

Any official interpretation of this Solicitation must be made by an agent of the Town's Purchasing Division who is authorized to act on behalf of the Town. The Town shall not be responsible for interpretations offered by employees of the Town who are not agents of the Town's Purchasing Division.

METHOD OF AWARD - AGGREGATE: It is the intent of the Town to award this Solicitation to the responsive, responsible Vendor who offers all items and whose pricing offers the lowest cost when all items are added in the aggregate and whose Offer will be most advantageous to the Town. Notwithstanding, the Town reserves the right to alter this method of award if such alteration results in a cost savings to the Town.

POST AWARD MEETING: The Vendor may be required to attend a post-award meeting with the Town to discuss the terms and conditions of the contract. This meeting will be coordinated by the department/division/office identified in this solicitation.

TOWN OF PARKER BUSINESS / SALES TAX LICENSE REQUIRED: Vendors performing services in / for the Town must show that they have been duly licensed by the Town of Parker, prior to being awarded a contract by the Town.

LICENSES REQUIRED FOR TRADES: Professional contractors performing services in/for the Town must show that they have been duly licensed by the municipality where the work is being performed, if required by that municipality, prior to being awarded a contract by the Town.

EXAMINATION OF SITES IS RECOMMENDED: Prior to the submission of its Response, the Vendor is advised to visit the sites of the proposed work and become familiar with any conditions which may, in any manner, affect the work to be done or affect the equipment, materials and/or labor required. The Vendor is also advised to carefully examine the requirements outlined in the Specifications. The Town will not provide any additional allowances to the Vendor based on the Vendor's lack of knowledge of site conditions. The attached maps are for the Vendors guidance only.

Although this Solicitation specifies exact locations for Median Landscape Maintenance, it is understood and agreed that the Town may, during the term of the contract, request additional work at other locations throughout the Town by the successful Vendor.

PERFORMANCE SCHEDULE OFFERED BY VENDORS SHALL BE CONSIDERED BY THE TOWN WHEN DETERMINING AWARD: This Solicitation identifies the locations where services are to be completed. Accordingly, the performance schedule specified by the Vendors as part of their Response shall serve as a criteria for awarding this Solicitation. The Town reserves the right to award to other than low Vendor when the higher Vendor provides a better performance schedule. It shall be understood therefore, that the Town may cancel the contract for cause if the awarded Vendor fails to perform the services within the performance schedule specified in the Vendor's Response. It shall be further understood that the Town may, in its best interest, place the Vendor in default of its contractual obligations, obtain the services of another vendor, and charge the Vendor for these costs, either through a deduction from the final payment over to the Vendor, through invoicing, and/or invoke liquidated damages to the extent specified in this Solicitation.

WORK SHALL BEGIN WITHIN THREE DAYS AFTER NOTICE TO PROCEED: The Vendor shall begin work on the project within three (3) days after a Notice To Proceed is issued by the Town's Purchasing Division. This schedule shall be adhered to by the successful Vendor(s), except in such cases where the beginning time period will be delayed due to acts of God, strikes, or other causes beyond the control of the Vendor. In these cases, the Vendor shall notify the Town of the delays within a reasonable period of time so that a revised beginning time can be negotiated.

LIQUIDATED DAMAGES: Upon failure of the Vendor to follow the agreed upon performance schedule specified in the Vendor's Response and after any Right to Cure time has lapsed, the Vendor shall be subject to charges for liquidated damages in the amount of \$200.00 for each and every calendar day the work remains incomplete. As compensation due to the Town for additional costs incurred by the Town due to such non-completion of work, the Town shall have the right to deduct said liquidated damages from any amount due or that may become due to the Vendor under this agreement or to invoice the Vendor for such damages if the costs incurred exceed the amount due to the Vendor.

LOCAL OFFICE SHALL BE REQUIRED: Due to the service level required in conjunction with this Solicitation, the Vendor shall maintain an office within the Metro Denver, Colorado, area. This office shall be staffed by a competent company representative/superintendent who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract. Metro Denver consists of City and County of Denver, City of Ft. Collins and surrounding counties, City of Colorado Springs and surrounding counties, Arapahoe County, Jefferson County, Adams County, Boulder County, Douglas County, City and County of Broomfield, Clear Creek County, and Gilpin County, Colorado. All reimbursable payments will be based on the local Denver office.

ELIGIBILITY OF VENDORS - MUST BE ENGAGED IN SUPPLYING SERVICES RENDERED: Pre-award inspection of the Vendor's facility may be made prior to award of the contract. Solicitations will only be considered from firms which are engaged in the business of performing services as described in this Solicitation. The Vendors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term equipment and organization as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town. The Town reserves the right, before awarding the contract, to require a Vendor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Vendor, including past performance and experience with the Town) in making the award in the best interest of the Town.

SUPERINTENDENT SHALL BE SUPPLIED BY VENDOR: The successful Vendor shall employ a competent superintendent who will supervise the project sites during the progress of the work. The superintendent shall be the primary representative for the Vendor and all communications given to, and all decisions made by, the superintendent shall be binding to the Vendor. Notwithstanding, the superintendent shall be considered to be, at all times, an employee of the Vendor under its sole direction and not an employee or agent of the Town.

LABOR, MATERIALS AND EQUIPMENT TO BE SUPPLIED BY THE VENDOR: Unless otherwise provided in this Solicitation, the Vendor shall furnish all labor, materials and equipment necessary for satisfactory contract performance. When not specifically identified in this Solicitation, such materials and equipment shall be of a suitable type and grade for the intended purpose. All materials, workmanship, and equipment shall be subject to the inspection and approval of the Town's Project Manager.

CONSIGNMENT OF CONTRACT NOT ALLOWED: Responses will only be considered from firms which are directly engaged in the performing the services described in this Solicitation. Accordingly, no part of this contract can be consigned to another vendor.

SUB-CONTRACTING: No portion of the Solicitation may be subcontracted without the prior written approval of the Town.

DEFICIENCIES IN WORK TO BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents. All corrections shall be made within three (3) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Vendor by the Town's Project Manager. The Vendor shall bear all costs of correcting such rejected work. If the Vendor fails to correct the work within the period specified in this Solicitation, the Town reserves the right to place the Vendor in default of its contractual obligations, obtain the services of another vendor to correct the deficiencies, and charge the Vendor for these costs, either through a deduction from the final payment over to the Vendor or through invoicing.

PROTECTION OF PROPERTY: All existing structures, utilities, services, roads, trees, shrubbery, etc. located on Town property shall be protected against damage or interrupted services at all times by the Vendor during the term of the awarded contract. The Vendor shall be held responsible for repairing or replacing any and all property which is damaged by reason of the Vendor's operation on the property to the satisfaction of the Town.

ACCIDENT PREVENTION: The Vendor shall be required to take safety precautions in an effort to protect persons and Town property. All contractors and sub-contractors shall conform to all OSHA, State and Town regulations while performing under the terms and conditions of the awarded contract. Any fines levied by the above mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the Vendor which is responsible for same. Barricades shall be provided by the Vendor when work is performed in areas traversed by persons or when deemed necessary by the Town's Project Manager.

The Vendor shall be responsible for traffic control and for conforming to any and all applicable Federal, State and Local traffic control regulations (to include, but not limited to, Colorado Department of Transportation regulations) in the performance of this contract.

CLEAN UP AFTER PROJECT IS COMPLETED: All unusable materials and debris shall be removed from the Town premises. At completion, the successful Vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the Town's Project Manager.

ADDITIONAL SERVICES MAY BE PURCHASED DURING CONTRACT PERIOD: Although this Solicitation specifies an exact number of locations where services are to be performed for the Town, it is understood and agreed that the Town may, during the term of the awarded contract, request additional services for the same or other locations from the successful Vendor. This option, if exercised, is the prerogative of the Town and shall be honored by the Vendor as a condition of contract award.

PRICES SHALL BE FIXED AND FIRM FOR THE TERM OF THE CONTRACT: If the Vendor is awarded a contract under this Solicitation, the prices proposed by the Vendor shall remain fixed and firm during the term of the contract, provided, however, that the Vendor may offer incentive discounts from this fixed price to the Town at any time during the contractual term.

FUEL ADJUSTMENTS (SURCHARGES): The Town will not accept fuel adjustments from the Vendor unless a negotiated request for such adjustments are agreed by both parties as to amount and very specific timeframe. Such an agreement must be documented before the assessment date; the Town will not honor such adjustments invoiced without the attachment of such agreement to the invoice.

SALES TAX: The Town is exempt from paying State or Local Sales Taxes. Vendors should be aware of CONTRACTOR APPLICATION FOR EXEMPTION CERTIFICATE Pursuant to Statute Section 39-26.708(1)(a)(XIX) sales tax exemption for construction and building materials. State tax I.D. # 98-04380-0000, Federal tax I.D. # 74-2212090.

INCORRECT PRICING: As part of any award resulting from this process, Vendor(s) will discount all transactions as agreed. In the event the Town discovers, through its contract monitoring process or formal audit process, that pricing was incorrect, Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

METHOD OF PAYMENT - MONTHLY INVOICES: The successful Vendor(s) shall submit monthly invoices by the tenth day of each month to the Town's Finance Department, Accounts Payable, 20120 East Mainstreet, Parker, CO 80138. One invoice for each location should be submitted and shall reference the appropriate Purchase Order number, the service address, and a detailed explanation of the work that was performed at each location by the Vendor in conjunction with the corresponding invoice. The invoices shall not exceed thirty calendar days from the date of the service. Under no circumstances shall the invoices be submitted to the Town in advance of the service being performed.

ANNUAL PURCHASE ORDER(S) PLACED WITH VENDOR DURING CONTRACT: Annual Purchase Orders bearing a unique Purchase Order number shall be issued by the Town's Purchasing Division. The Vendor shall not fill any requests for services until a Purchase Order has been received from the Town. This Purchase Order may be updated periodically based on changes/adjustments to the anticipated services throughout the year. A verbal Purchase Order number, however, may be issued to the Vendor by an agent of the Purchasing Division under emergency circumstances in advance of a written Purchase Order. All verbal Purchase Orders issued under emergency circumstances will be followed up by a written Purchase Order once the emergency circumstance has expired.

LOBBYING PROHIBITED: Vendors are prohibited from directly or indirectly communicating with members of Town Council regarding their qualifications or another matter related to the eventual award of a contract for the good and/or services requested in this Solicitation. Vendors are prohibited from contacting Town employees or evaluation committee members regarding their qualifications or the award of a contract unless in response to an inquiry from an employee or committee member as part of the formal evaluation process outlined in the Solicitation. Any violation of these provisions will result in the Vendor's immediate disqualification from the selection process.

CONFLICTS WITHIN THE CONTRACT DOCUMENTS: In the event that conflicts exist within the Contract Documents, the policies stated in the following paragraphs shall govern: A. Addenda shall supersede all other Contract Documents to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified. B. Drawings and Specifications are intended to agree and be mutually explanatory and shall be accepted and used as a whole and not separately. Should any item be omitted from either the drawings or Specifications as specified, it shall be implied that such omissions are contained in both the drawings and the Specifications as necessary for the proper construction of the work herein specified. Should any error or disagreement between the Specifications and drawings exist or appear to exist, the Vendor shall not avail itself of such manifestly unintentional error or omission, but must have same explained or adjusted by the Town's project manager before proceeding with the work in question.

INSURANCE:

A. The Consultant agrees to procure and maintain, during the life of this Agreement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Consultant, pursuant to Section IX. Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. The Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX. Indemnification, above, by reason of its failure to procure or maintain, during the life of this Agreement, insurance in sufficient amounts, durations or types.

B. The Consultant shall procure and maintain, during the life of this Agreement, for itself and any subconsultant, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Consultant, pursuant to Section IX. Indemnification, above. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Notwithstanding the foregoing, when the Consultant requires a subconsultant to obtain insurance coverage, the types and minimum limits of this coverage may be different than those required, as stated herein for the Consultant, as determined by the Risk Manager.

1. Workers' Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each accident, Five

Hundred Thousand Dollars (\$500,000) disease-policy limit, and Five Hundred Thousand Dollars (\$500,000) disease-each employee. If any work on the Project is sublet, the Consultant shall require each of its subconsultants to provide similar coverage for all of the subconsultant's employees to be engaged in such work, except as otherwise determined by the Risk Manager. Evidence of qualified self-insured status may be substituted for the workers' compensation requirements of this Paragraph.

2. Commercial General Liability Insurance to be written with a limit of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, arising out of any one occurrence, and not less than Two Million Dollars (\$2,000,000) general aggregate for all damages arising out of bodily injury, including death, at any time resulting therefrom, during the policy period. This policy shall also include coverage for blanket contractual and independent contractor risks.

The limits of Commercial General Liability Insurance for broad-form property damage (including products and completed operations) shall be not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one occurrence, and not less than Two Million Dollars (\$2,000,000) for all damages arising out of injury to or destruction of property, including the Town's property, during the policy period. The policy shall contain a severability of interests provision.

3. Professional Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Consultant shall maintain such coverage for at least three (3) years from the termination of this Agreement.

4. Protective Liability and Property Damage insurance covering the liability of the Town, including any employee, officer or agent of the Town, with respect to all operations under the Agreement by the Consultant or his subcontractors, shall be procured and maintained during the life of the Agreement. The limits of the Town's Protective Liability Policy, to be provided by the Consultant, as described in this Section B., shall be increased to the same limits as described above for the Consultant's Commercial General Liability Insurance.

5. The policy required by Paragraph 2. above shall be endorsed to include the Town, its officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Professional Liability and Workers' Compensation, and any insurance carried by the Town, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by the Consultant. No additional insured endorsement to the policy required by Paragraph 2. above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under any policy required above.

6. The certificate of insurance provided by the Consultant shall be completed by the Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and **shall be reviewed and approved by the Town prior to commencement of the Agreement.** No other form of certificate shall be used. The certificate shall identify this Agreement and the coverages afforded under the policies. **The certificate of insurance must be on file with the Town thirty (30) days prior to commencement of the Agreement.** The completed certificate of insurance shall be sent to:

Town of Parker
Attn: Risk Manager
20120 East Mainstreet
Parker, Colorado 80138

7. It is the affirmative obligation of the Consultant to notify the Town's Risk Manager, as provided in this Agreement, including faxing (fax no. 303-841-4814) or e-mailing (sbeward@parkeronline.org) a copy of the notice to the Risk Manager, within two (2) business days of the cancellation or substantive change to any insurance policy required under this Agreement, and failure to do so shall constitute a breach of this Agreement.

8. Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate this Agreement or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection

therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

9. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

10. The parties hereto understand and agree that the Town, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Three Hundred Fifty Thousand Dollars (\$350,000) per person, and Nine Hundred Ninety Thousand Dollars (\$990,000) per occurrence), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the Town, its officers or employees.

GOVERNMENT STANDARDS AND REQUIREMENTS: All items or services to be purchased or supplied in conjunction with this Solicitation shall be in accordance with all federal, state and local governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH) and the National Fire Protection Association (NFPA), the National Electric Code (NEC), as well as standards and requirements established by the Town of Parker.

VARIATIONS ALLOWED IF INDICATED: For purposes of Response evaluation, Vendors must indicate any variances to the Specifications, terms and conditions, no matter how slight. If variations are not stated in the Vendor's Response, it shall be construed that the Response fully complies with the Specifications, terms and conditions. Notwithstanding the above, it is hereby agreed and understood that the Town reserves the right to reject these variations if they individually, or as a whole, do not meet the standards established in the Specifications.

QUALIFICATIONS OF VENDOR: The Town may make such investigations as deemed necessary to determine the ability of the Vendor to perform work, and the Vendor shall furnish all information and data for this purpose as the Town requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The Town reserves the right to reject any Response if the evidence submitted by, or investigation of, such Vendor fails to satisfy the Town that such Vendor is properly qualified to carry out the obligations of the Solicitation and to complete the work contemplated therein. Conditional Responses will not be accepted.

NON-APPROPRIATION: Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the Town as set forth herein after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. The awarded agreement will automatically terminate on January 1st of the first fiscal year for which funds are not appropriated. The Town shall give the Vendor written notice of such non-appropriation.

EQUAL OPPORTUNITY: The Town of Parker intends and expects that the contracting processes of the Town and its Vendors provide equal opportunity without regard to gender, race, creed, ethnicity, religion, age, sex, national origin, or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the Town as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (**joint ventures are encouraged**). The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the Town upon the Town's request.

PURCHASE BY OTHER GOVERNMENTAL AGENCIES: Each governmental unit which avails itself of this Solicitation will establish its own contact, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments and issue its own exemption certifications as required by the Vendor. It is understood and agreed that the Town of Parker is not a legally binding party to any contractual agreement made between any other governmental unit and the Vendor as a result of this Solicitation.

CONFIDENTIALITY: Responses to this Solicitation are considered to be working documents while they are under consideration and, as such, are not subject to official bid openings. Only after staff makes an official recommendation of award will Responses to this Solicitation be available as public record.

Proposals submitted to the Town for consideration shall be subject to the Colorado Open Records Law, Section 24-72-201, et seq., C.R.S., after award is made. Any confidential information in the Vendor's proposal shall be identified as such. Should the Town receive a request for the release of any information in the Vendor's proposal identified as confidential in accordance with the open records law, the Town will notify the Vendor of the request and will exercise best efforts in assisting the Vendor in taking all legally available steps to resist or narrow such request. If, in the opinion of Town's legal counsel, the Town is nonetheless compelled to disclose any portion of such information to anyone or else stand liable for contempt or suffer censure or penalty, the Town may disclose such information without liability.

BUDGET: Budget will not be disclosed.

DEBARMENT: By submitting this proposal, the proposer warrants and certifies that he/she is eligible to submit a proposal because he/she is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.

LOGOS: The Town logo is trademarked and property solely of the Town of Parker. Vendors do not have permission to use our logo on any documentation or presentation materials and to do so would be a violation of our trademark. We also prefer your company does not utilize its trademark as to not influence an evaluator's evaluation.

PROFILE OF THE TOWN OF PARKER: Located 20 miles south of Denver and spanning 21.5 square miles, the Town of Parker offers the perfect balance of a full-service community with a hometown feel. A community that is highly rated for safety, Parker provides more than 50,000 residents with an unmatched quality of life, spectacular parks and recreation amenities, a great business mix, world-class cultural facilities and a wide variety of community events. With a median household income of \$99,534 and a highly-educated population, Parker is well positioned for the future.

Parker operates under a Town Council/Administration form of government and is a Colorado home rule municipality. The Mayor and Town Council, who are elected at large, make policy decisions, approve the Town budget and enact and provide for the enforcement of ordinances, which are Town laws. Town Council hires and directs the Town Administrator who oversees Town staff and the day-to-day operations of the organization.

The Town employs 283 full-time and 442 part-time employees who are dedicated to providing services to our Parker citizens. The Parks, Recreation and Open Space Department is the largest Town department, employing more than 400 full and part-time employees. Parker's Arts, Culture and Events Center also bustles with activity year round, offering more than 400 cultural classes and presenting over 100 performances last year.

The Town's primary sources of revenues are sales and use taxes, property taxes, and fees for services. An electronic copy of the Town's most recent comprehensive annual financial report and annual budget are available on the Town's website at www.parkeronline.org. The Finance Department has primary oversight of all financial aspects of the Town. The Finance Director is the Chief Financial Officer for the Town of Parker.

The Town continues to grow quickly and works diligently to provide and maintain the necessary community infrastructure, including nearly 500 lane miles of roadway, 85 traffic signals and 1,150 stormwater drainage facilities. Our Police Department is an industry leader and recently implemented a nationally-recognized body-worn camera program, as well as other innovative initiatives.

In addition to the many services the Town offers, we also strive to engage our community through social media, opportunities for involvement and a wide range of activities and events. Even through the Town of Parker's growth, we've managed to maintain a palpable feeling of community.

To find out more about our great community, visit www.ParkerOnline.org. Parker, Colorado. It's your kind of place.



Town of Parker
Finance Department
20120 East Mainstreet
Parker, Colorado 80138-7334
INVITATION FOR BID IFB#17-003
SCOPE OF WORK

1. STATEMENT OF WORK

The Town of Parker is soliciting responses from qualified Vendors to furnish all personnel, equipment, tools, materials, supervision and other items and services necessary to provide Median Landscape Maintenance between March and October, as specified herein.

It is expected that the business and their team members have significant experience with this type of project. It is expected that the individuals overseeing and managing this project are professionals. The successful Vendor shall be considered and shall remain an independent contractor throughout the term of any contract awarded pursuant to this Solicitation.

The successful Vendor shall be solely responsible for scheduling and coordinating work of any sub-contractors, suppliers, and other individuals or entities performing or furnishing any of the work under direct or indirect contract with the successful Vendor.

The successful Vendor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, temporary facilities, and all other facilities and incidentals necessary for performance and completion of the services outlined in this Solicitation.

Although this Solicitation specifies exact locations for these services, it is understood and agreed that the Town may, during the term of the contract, request additional Median Landscape Maintenance from the successful Vendor. This option, if exercised, is the prerogative of the Town and shall be honored by the Vendor throughout the contract period. No guarantees are made additional services will be requested.

Vendor Personnel:

Supervisor. The Vendor shall provide a supervisor who shall be responsible for the performance of the work. The name of this person and an alternate or alternates who shall act for the Vendor when the supervisor is absent shall be provided, in writing, to the Town's project manager prior to the contract start date.

The supervisor or alternate shall have full authority to act for the Vendor on all matters relating to daily operation of this contract.

The supervisor or alternate shall be available during normal business hours within thirty (30) minutes to meet at any site with personnel authorized by the Town's project manager to discuss problem areas. After normal business hours, the manager or alternate shall be available within two (2) hours.

The supervisor and alternate or alternates must be able to read, write, speak and understand the English language.

Vendor Employees. The Vendor shall not employ persons for work on this contract if such employee is a potential threat to the health, safety, security, general well-being of others. Personnel will be drug and alcohol free. Where reading, understanding and discussing safety and environmental warnings are an integral part of the contract employee's duties, that employee will be able to understand, read, write and speak English.

The Vendor shall maintain a current listing of employees. The list will include employee names, social security numbers, addresses, and phone numbers. This list shall be available to the Town of Parker upon request.

The Vendor shall ensure employees are properly trained and qualified to safely operate grounds maintenance equipment before assigning employees to tasks that require use of the equipment. The Vendor shall ensure employees have current, valid professional certifications to accomplish the services specified in this quotation when necessary to comply with federal, state and local requirements or laws.

Vendor personnel shall present a neat appearance, complying with the following dress code requirement when on Town properties:

- No shorts, tank-tops or halter tops.
- No clothing or headwear with written or visual messages of the following types: Alcoholic beverage related, tobacco product related, sexually oriented, profane, gang related, or other message that would be socially inappropriate for people working on Town property.

The Vendor shall identify any and all sub-Vendors that will be used in the performance of the contract resulting from this Quotation as well as the capabilities, experience and portion of the work they are to perform. The use of use of day-laborers is strictly forbidden.

Vendor Equipment:

Vehicles. The Vendor shall provide and maintain Vendor-owned or leased vehicles necessary to meet the requirements of the contract. Any Vendor vehicles used in the performance of this contract shall have the Vendor's company name prominently displayed on both sides of the vehicle.

All vehicles used in the performance of this contract shall meet the local, state and federal safety requirements. Equipment such as pick-up trucks which have catalytic converters shall not be operated on improved or semi-improved grounds which are covered with dry vegetation.

All vehicles shall be registered, licensed, insured and operated in a safe manner on Town property by licensed drivers.

Grounds Maintenance Equipment and Tools. The Vendor's equipment, including, but not limited to mowers, trimmers, etc., shall be of commercial quality, size and type suitable for accomplishing the work specified. All electrical equipment used by the Vendor shall meet all safety requirements of this contract and shall be UL approved. It shall be the responsibility of the Vendor to provide a portable power source for any electrical equipment used by the Vendor's employees. The Vendor's equipment shall be in good repair and able to operate efficiently and safely.

Specifications:

Irrigation Systems. All irrigation, such as activation, winterization, repairs, irrigations checks, and programming shall NOT be included. If an irrigation issue is noticed by the Vendor in the course of performing other maintenance, the Town's project manager shall be notified immediately.

Walk-Through/Inspections. A walk-through inspection of all medians shall be conducted on a bi-weekly basis from March 1st to October 31st by a Supervisor. The Supervisor shall inspect the medians for work quality. If work is not satisfactory, to include visible weeds, trash, etc., the Vendor shall take immediate action to rectify the situation. The Vendor will report all findings, including moisture levels of all medians, in a bi-weekly status report as detailed below under the Reports section. In the event that damage is noted during the walk-through inspection that is outside the scope of the contract, the Vendor shall notify the Town's project manager immediately.

Weed Control. Through mechanical and chemical means, the weeds on the medians are to be controlled on a biweekly basis. Prior to application, the Town must be notified what chemicals will be used for weed control and at what application rate. A pre-emergent herbicide will be applied at the start of each season. **The medians are to be completely weed-free following each bi-weekly weed control measure.** The Vendor shall include in the bi-weekly status report the day each median was weeded. Any weeds over two (2) inches in height are to be hand pulled. All pulled weeds must be removed from the median and disposed of by the Vendor. Smaller weeds may be sprayed using a post-emergent non-selective herbicide such as Roundup. Chemical weed control in the blue grama areas is NOT to be performed by the Vendor. The Town will perform **chemical weed control** in all grama areas; however, **any weeds in the grama areas which grow to over four (4) inches in height are to be**

hand-pulled by the Vendor. Any desirable plant material damaged due to misapplication of chemicals by the Vendor shall be replaced at the Vendor's expense. **The Vendor is required to have an employee on staff with a valid Colorado Department of Agriculture Qualified Supervisor Pesticide Applicator's License.**

Hardscapes. Any non-landscaped, concrete, or otherwise hard surfaced area of the landscaped medians included in the Locations of Work-Landscaped Medians shall be included as median maintenance. This includes, but is not limited to, tails and tips, edging, and decorative concrete. The Vendor shall perform bi-weekly weed control. Any damages done to any concrete area that is caused by the Vendor shall be repaired at the Vendor's expense and in a timely manner.

Hardscaped Medians (medians with no landscaping). The Vendor shall perform bi-weekly inspections and weed control only on the hardscaped medians (i.e., no formal landscaping) listed below under "Hardscaped Medians". Through mechanical and chemical means, the weeds on the medians are to be controlled on a biweekly basis. **The medians are to be completely weed-free following each bi-weekly weed control measure.** The Vendor shall include in the bi-weekly status report the day each median was weeded. Any weeds over two (2) inches in height are to be hand pulled. All pulled weeds must be removed from the median and disposed of by the Vendor. Smaller weeds may be sprayed using a post-emergent non-selective herbicide such as Roundup.

Weed control of other hardscaped locations may be requested by the Town's project manager. Vendor is to provide hourly pricing on a per-service basis.

Mowing and Trimming. The Vendor shall be responsible for maintaining all turf areas on the medians in a neat, uniform appearance by mowing and trimming to a **height of six (6) inches** on a bi-weekly basis, unless otherwise directed by the Town's Project Manager. Turf shall be mowed under dry conditions. If clippings create swaths, rake and remove excess clippings to avoid damaging turf. Clippings may not be blown out onto the street. If string-type trimmers are used, care shall be taken to prevent "girdling" of tree bases or other architectural features. Damage as a result of trimmers shall be the Vendor's full responsibility.

Trash Removal and Disposal. The Vendor shall visually inspect the grounds; pick up litter and other debris, and dispose of properly on a bi-weekly basis.

Herbaceous Plant Material. In April, or as agreed upon by the Town's project manager and the Vendor, the Vendor shall cut down all ornamental grasses to a height of six (6) inches, or as determined by the Town's project manager. Perennial flowers are to be cut down in the fall to include excess foliage and flower stalks. Specific pruning instructions must be coordinated with the Town's project manager prior to commencing work. On applicable medians:

- Cut back and "round" (spherical) Blue Mist Spirea, removing previous season's blooms in April;
- Cut back and "round" (spherical) Rabbit Brush to two (2) feet in April;
- Cut back and "round" (spherical) Russian Sage to the discretion of the Town's Project Manager; and,
- Cut back Rose canes to one (1) foot in April.

All plant debris is to be disposed of properly.

Light Posts. Maintenance of the light posts present on several medians shall not be included in this contract. If the Vendor notices during bi-weekly walkthroughs or at any other time that a pole has been knocked down or otherwise damaged, the Vendor shall immediately report these findings to the Town.

Reports. The Vendor, via email, will notify the Town's Project Manager within 48-hours after the Vendor's personnel have been working on a site. Notification must include exactly what work was completed, listing specific median locations. In addition, the Vendor will e-mail bi-weekly Status Reports of the medians to the Town of Parker Parks Department. The report shall include the results of the bi-weekly walk-through, indicating the dates all work (weeding, trash removal, mowing, etc.) was performed, soil moisture levels, any recommendations for repairs, improvements, or change in irrigation run-times, etc. Unless it is a case of pending emergency, the Vendor must obtain permission from the Town of Parker prior to making any repairs. The Town of Parker will be the sole judge of the quality of work

performed by the Vendor. The Parks Manager or his/her designee(s) will oversee the work done by the awarded Vendor.

Contract Management: The Town of Parker will designate a member of the Parks Division staff to act as the project manager for the contract resulting from this solicitation. The Town's project manager will be responsible for interacting with the vendor's supervisor, inspecting the Vendor's work and evaluating the Vendor's performance under this contract.

Special Conditions For Individual Medians: (Maps are attached for the Vendor's guidance only)

Landscaped Medians:

- **Old Mainstreet.** Consists of five (5) landscaped medians starting at Town Hall heading west to Parker Road. The large plastic pots are excluded.
- **East Mainstreet.** Consists of eight (8) landscaped medians from Pope Road west to the Parker Fire station.
- **West Mainstreet.** Consists of three (3) landscaped medians between Stage Run and the Cherry Creek Bridge.
- **Pine Drive.** Consists of two (2) landscaped medians between Rodeo Circle and Hilltop.
- **Parker Road.** Consists of three (3) landscaped medians from Lincoln Avenue south to Indian Pipe.
- **Hilltop/Hess Roads.** Consists of six (6) landscaped medians on Hilltop from Parker Road to the Hess/Hilltop juncture, one (1) landscaped median east from the juncture of Hess/Hilltop, four (4) native medians east past Canterbury Drive, and two (2) landscaped medians on Hess from Parker Road to Hess/Hilltop.
- **Hess Road.** Consists of two (2) landscaped medians west of Parker Road between Parker Road and Nate Drive. The streetscape shall not be included.
- **Motsenbocker Road.** Consists of seven (7) landscaped medians between Hess Road and Stroh Road.
- **Twenty-Mile Road.** Consists of two (2) landscaped medians from Pony Express north to Apache Drive and a portion of one median north of Apache Drive. Maintenance on this median shall be from Pony Express north to the third light fixture. Exact areas of responsibility shall be discussed and agreed upon at the mandatory walk-through.
- **Twenty-Mile Road North.** Consists of three (3) landscaped medians between Lincoln Avenue and Pine Lane.
- **Pine Lane.** Consists of three (3) landscaped medians between 20-Mile Road and Wintergreen Parkway.
- **Lincoln Avenue.** Consists of one (1) landscaped median between 20-Mile Road and the Cherry Creek Bridge.
- **Lincoln Avenue East.** Consists of two (2) landscaped medians between Parker Road and Pine Lane.
- **Jordan Road.** Consists of three (3) landscaped medians between Recreation Drive and E470.
- **Hess Road West.** Consists of six (6) landscaped medians from Motsenbocker Road west to just west of Great Plain Way.
- **Hess Road Central.** Consists of two (2) landscaped medians from Nate to Cherry Creek Bridge and Cherry Creek Bridge to Motsenbocker Road.

Hardscaped Medians – WEED CONTROL ONLY (To be reported and billed separately)

- **Parker Road.** Consists of six (6) hardscaped medians: Mainstreet to Hilltop (4), Plaza to Longs (1), Lincoln to Parkglenn (1).
- **Lincoln Avenue.** 20-Mile to Dransfeldt

- **Lincoln Avenue.** Parker Road to Parker Gateway
- **Jordan Road.** Carlson Drive to Pine Lane
- **Jordan Road.** Lincoln Avenue to Village Square Drive
- **Jordan Road.** Mainstreet to Cedar Gulch Parkway
- **Jordan Road.** Cedar Gulch Parkway to Neu Towne Parkway
- **Hilltop Road.** Parker Road to Pine Drive
- **Hilltop Road.** Legend High School access to eastern Town limit
- **Hess Road.** Western Town Boundary to Great Plain Way
- **Hess Road.** Firefly Lane to Jordan Road
- **Hess Road.** Jordan Road to Patty Lane
- **Hess Road.** Pardee Street to future $\frac{3}{4}$ access (west of Motsenbocker Road)
- **Stroh Road.** Stroh Ranch Drive to Stroh Ranch Court
- **Stroh Road.** Stroh Ranch Court to Parker Road
- **Motsenbocker Road.** Hess Road to Brightview Landscaping access (south of Hess Road)
- **Longs Way.** East of Parker Road
- **Plaza Dr.** East of Parker Road
- **E Valley Hi Rd.** West of Parker Road
- **Mainstreet.** West Town limits to Bradbury Ranch Dr. – three (3) medians (mowing of earthen areas performed by Town {Streets})
- **Mainstreet.** Immediately east and west of Stage Run – two (2) medians
- **Twenty Mile.** Median south of Sulphur Gulch (mowing of earthen areas performed by Town {Streets})
- **Twenty Mile.** Median north of Mainstreet (adjacent to apartments) to Pony Express Drive (mowing of earthen areas performed by Town {Streets})
- **Twenty Mile.** Median adjacent to Railbender Park
- **Twenty Mile.** Median south of Lincoln (by Lowe's)
- **Twenty Mile medians immediately north and south of Pine Lane.** One (1) south and two (2) north of Pine Lane (to Silverado Drive)
- **Cottonwood.** Cottonwood Way to Parker Road (two (2) medians)
- **Cottonwood.** East of Parker Road (to 1st Costco entrance)
- **Pine Lane and Crown Crest.** Two (2) pork chops
- **Pine Lane.** Crown Crest to Parker Road
- **Chambers.** Median north of E-470 – two (2) medians (mowing of earthen areas performed by Town {Streets})
- **Parker Road Pork chops**
 - a) Stroh (2)
 - b) Hess (4)
 - c) 20 Mile/Hilltop (4)
 - d) Mainstreet (1)
 - e) Lincoln (4)
 - f) Ponderosa (1)
 - g) Pine Lane (4)
 - h) Crown Crest (2)
 - i) Cottonwood Dr (2)

- **Miscellaneous Hardscaped Medians.** Weed control of various hardscaped medians, 'pork-chops' (excluding those listed above), and/or sidewalk cracks throughout Town may be requested on a per-service basis by the Town's project manager. Vendor is to provide hourly pricing on a per-service basis.

2. REQUIRED DOCUMENTATION

Failure to provide required information may deem your submittal non-responsive.

- Vendor Information
- Proprietary / Confidential Statement
- Sub-contractor List, if applicable
- Required Licenses/Certifications

3. RESPONSE FORMAT

Failure to respond in the required format or failure to provide required information may deem your submittal non-responsive.

To facilitate an effective evaluation process, responses must be submitted on 8.5 x 11 inch paper, double-sided pages, and all pages should be numbered in the following manner: page ___ of ___ pages. All acronyms in the response must be defined.

SUBMISSION OF OFFERS: ONE (1) hardcopy ORIGINAL, ONE softcopy (USB/CD) ORIGINAL and TWO (2) HARDCOPIES, TOTAL OF THREE (3) hardcopies and ONE (1) softcopy of each Offer must be received at the time and place specified in this Solicitation. Submittals should be prepared simply and economically providing a straightforward, concise description of the Vendor's ability to perform the requirements of this Solicitation.

Failure to submit the required number of copies may deem the vendor non-responsive.

The electronic copy shall be an EXACT reproduction of the original documents provided. All sections shall be combined into a single electronic document.

- A. Provide response without reference to the Town of Parker logo or company logo
- B. Clearly label Original response
- C. Submit response in a tab format that follows a clearly outlined Table of Contents that identifies all material and attachments that comprise your response by section and by page number. I.e. – Required Documentation section, Evaluation Criteria section, etc. as outlined on the Proposal Submittal Requirements page
- D. Cover Letter, one-page limit. Submit a Cover Letter on official business letterhead that:
 - a. Positively states your willingness to comply with all work requirements and other terms and conditions as specified in this Solicitation
 - b. Provides, in brief concise terms, a summation of your submittal and identifies the points that make your firm uniquely qualified for this project
 - c. Is signed by an Authorized Representative of your firm who has the authority to commit to the proposed work
- E. Provide documentation that satisfies the Required Document Requirements
- F. Provide the completed and signed Cover Sheet
- G. Addendum(s) Acknowledgement, if applicable
- H. Submission Form
- I. Pricing Form
- J. Required Licenses
- K. Insurance Documentation
- L. Completed W9
- M. Additional Attachments, if applicable



PRICING FORM

PRICING

Due to the large scope of work and detailed technical services included in the solicitation, the Vendor must break down the cost for each service as well as list the total annual cost for each area. For bi-weekly services, the **maximum** number will be nineteen (19) per year, *all to be performed between March and October*. The Town does not necessarily guarantee nineteen (19) services will be required; the actual number will be based on the need for specific services as determined by the Town. Herbaceous material shall be two services--ornamental grasses will be cut down in the spring and perennials will be cut down in the fall. **Billing for all work will be on a per-service basis.** The Town of Parker reserves the right to award by median area if it is deemed to be in the best interest of the Town to do so.

Landscaped Medians

Old Mainstreet Medians

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Herbaceous plant material maintenance	\$ _____	(x 2)	\$ _____
Trash removal and disposal	\$ _____	(x 19)	\$ _____
Total			\$ _____

East Mainstreet Medians

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Mowing	\$ _____	(x 19)	\$ _____
Herbaceous plant material maintenance	\$ _____	(x 2)	\$ _____
Trash removal and disposal	\$ _____	(x 19)	\$ _____
Total			\$ _____

West Mainstreet Medians

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Herbaceous plant material maintenance	\$ _____	(x 2)	\$ _____
Trash removal and disposal	\$ _____	(x 19)	\$ _____
Total			\$ _____

Pine Drive Medians

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Mowing	\$ _____	(x 19)	\$ _____
Herbaceous plant material maintenance	\$ _____	(x 2)	\$ _____
Trash removal and disposal	\$ _____	(x 19)	\$ _____
Total			\$ _____

Parker Road Medians

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Herbaceous plant material maintenance	\$ _____	(x 2)	\$ _____
Trash removal and disposal	\$ _____	(x 19)	\$ _____
Total			\$ _____

Hilltop/Hess Road Medians

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Mowing	\$ _____	(x 19)	\$ _____
Native mowing	\$ _____	(x 3)	\$ _____
Herbaceous plant material maintenance	\$ _____	(x 2)	\$ _____
Trash removal and disposal	\$ _____	(x 19)	\$ _____
Total			\$ _____

Hess Medians

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Herbaceous plant material maintenance	\$ _____	(x 2)	\$ _____
Trash removal and disposal	\$ _____	(x 19)	\$ _____
Total			\$ _____

Motsenbocker Medians

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Trash removal and disposal	\$ _____	(x 19)	\$ _____
Total			\$ _____

Twenty-Mile Road Medians

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Mowing	\$ _____	(x 19)	\$ _____
Herbaceous plant material maintenance	\$ _____	(x 2)	\$ _____
Trash removal and disposal	\$ _____	(x 19)	\$ _____
Total			\$ _____

Twenty-Mile Road Medians/North

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Mowing	\$ _____	(x 19)	\$ _____
Herbaceous plant material maintenance	\$ _____	(x 2)	\$ _____
Trash removal and disposal	\$ _____	(x 19)	\$ _____
Total			\$ _____

Pine Lane Medians

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Herbaceous plant material maintenance	\$ _____	(x 2)	\$ _____
Trash removal and disposal	\$ _____	(x 19)	\$ _____
Total			\$ _____

Lincoln Avenue Medians

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Herbaceous plant material maintenance	\$ _____	(x 2)	\$ _____
Trash removal and disposal	\$ _____	(x 19)	\$ _____
Total			\$ _____

Lincoln Avenue East Medians

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Herbaceous plant material maintenance	\$ _____	(x 2)	\$ _____
Trash removal and disposal	\$ _____	(x 19)	\$ _____
Total			\$ _____

Jordan Road Medians

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Herbaceous plant material maintenance	\$ _____	(x 2)	\$ _____
Trash removal and disposal	\$ _____	(x 19)	\$ _____
Total			\$ _____

Hess Road West Medians

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Herbaceous plant material maintenance	\$ _____	(x 2)	\$ _____
Trash removal and disposal	\$ _____	(x 19)	\$ _____
Total			\$ _____

Hess Road East Medians

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Herbaceous plant material maintenance	\$ _____	(x 2)	\$ _____
Trash removal and disposal	\$ _____	(x 19)	\$ _____
Total			\$ _____

Hardscaped Medians

Parker Road

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Total			\$ _____

Lincoln Avenue

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Total			\$ _____

Jordan Road

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Total			\$ _____

Hilltop Road

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Total			\$ _____

Hess Road

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Total			\$ _____

Stroh Road

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Total			\$ _____

Motsenbocker Road

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Total			\$ _____

Longs Way

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Total			\$ _____

Plaza Drive

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Total			\$ _____

E. Valley Hi Road

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Total			\$ _____

Mainstreet

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Total			\$ _____

Twenty Mile

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Total			\$ _____

Cottonwood

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Total			\$ _____

Pine Lane & Crown Crest (Pork Chops)

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Total			\$ _____

Pine Lane

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Total			\$ _____

Chambers

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Total			\$ _____

Parker Road Pork Chops

	<u>Piece Pricing/Service</u>		<u>Seasonal Cost</u>
Bi-weekly inspections	\$ _____	(x 19)	\$ _____
Weed control	\$ _____	(x 19)	\$ _____
Total			\$ _____

Miscellaneous Hardscapes

Please provide piece pricing per hour-of-service for general weed control (spraying anything under 2" height, pulling/cutting anything over 2" height) on any hardscaped median, sidewalk, 'pork chop,' etc., within the Town.

Hourly Cost
\$ _____

- 1. **TOTAL OF ALL LANDSCAPE MEDIAN SERVICES** \$ _____

- 2. **TOTAL OF ALL HARDSCAPE MEDIAN SERVICES** \$ _____

- 3. **TOTAL OF ALL MOWING SERVICES** \$ _____

- TOTAL OF LINES 1-3 ABOVE** \$ _____



Town of Parker
Finance Department
20120 East Mainstreet
Parker, Colorado 80138-7334

INVITATION FOR BID IFB#17-003

PROPOSAL SUBMITTAL REQUIREMENTS

To enable the Town to conduct a uniform review of the information submitted in response to this Solicitation, Vendors must address the following information in the following order, numbered to directly correspond with the number of the section below. The Town reserves the right to reject submittals that do not follow the required format. Include concise, complete information which will demonstrate that your firm is uniquely qualified to provide the products and services specified in this Solicitation.

- 1.0 **COVER SHEET.** Include the completed Cover Sheet from this Invitation for Bid.
- 2.0 **COVER LETTER.** Completed and signed. Provide Vendor qualifications.
- 3.0 **ADDENDUM(S).** Signed, if applicable.
- 4.0 **SUBMISSION FORM.**
- 5.0 **REQUIRED DOCUMENT REQUIREMENTS.**
- 6.0 **BID / RESPONSE.**
- 7.0 **PRICING FORM.**
- 7.0 **INSURANCE DOCUMENTATION.**
- 8.0 **W9.**
- 9.0 **ADDITIONAL ATTACHMENTS.** If applicable.

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Town of Parker
Finance Department
20120 East Mainstreet
Parker, Colorado 80138-7334
INVITATION FOR BID IFB#17-003

VENDOR INFORMATION

1. VENDOR

- a. Legal Name of Company _____
- b. Business Name or DBA (if different) _____

2. ORDER ADDRESS

- a. Street Address _____
- b. City/State/Zip _____
- c. Online (website) _____

3. PAYMENT ADDRESS

- a. Street Address _____
- b. City/State/Zip _____

4. CONTACT INFORMATION

- a. Name/Title _____
- b. Telephone Number: (____) _____
- c. Toll Free Number: (____) _____
- d. Fax Number: (____) _____
- e. Email Address: _____

5. TAXPAYER IDENTIFICATION NUMBER

6. OWNERSHIP STATUS (check all that apply)

- | | |
|----------------------------------------------|----------------------------------------------|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Governmental Agency | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Individual | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Non-Profit | |

7. PRIMARY BUSINESS CLASSIFICATION

- | | |
|----------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Broker | <input type="checkbox"/> Retailer |
| <input type="checkbox"/> Distributor | <input type="checkbox"/> Service Provider |
| <input type="checkbox"/> Jobber | <input type="checkbox"/> Subcontractor (trades) |
| <input type="checkbox"/> Manufacturer | <input type="checkbox"/> Wholesaler |
| <input type="checkbox"/> Prime Contractor (trades) | <input type="checkbox"/> Other _____ |

8. OFFICERS, OWNERS, PARTNERS

- Name/Title _____
- Name/Title _____
- Name/Title _____

9. **COMPANY PROFILE**

- a. Date Firm Was Established _____
- b. Under the Laws of What State _____
- c. Number of Employees _____
- d. Approximate Yearly Sales Volume _____

10. **PRIMARY PLACE OF BUSINESS**

- _____ Home
- _____ Office Building
- _____ Office Complex
- _____ Office/Warehouse
- _____ Warehouse
- _____ Other _____

11. **STAFF EXPERIENCE** (key members of your company's staff who will be assigned to this project)

- a. Name/Position _____ Year Hired _____
Years in Present Position _____ Years of Industry Experience _____
- b. Name/Position _____ Year Hired _____
Years in Present Position _____ Years of Industry Experience _____
- c. Name/Position _____ Year Hired _____
Years in Present Position _____ Years of Industry Experience _____
- d. Name/Position _____ Year Hired _____
Years in Present Position _____ Years of Industry Experience _____
- e. Name/Position _____ Year Hired _____
Years in Present Position _____ Years of Industry Experience _____

12. **REFERENCES** (customers similar to the Town of Parker to whom services similar in size and scope have been provided)

- a. Company Name _____ Contact/Title _____
Address _____ City/State /Zip _____
Telephone (_____) _____ Email _____
- b. Company Name _____ Contact/Title _____
Address _____ City/State /Zip _____
Telephone (_____) _____ Email _____
- c. Company Name _____ Contact/Title _____
Address _____ City/State /Zip _____
Telephone (_____) _____ Email _____
- d. Company Name _____ Contact/Title _____
Address _____ City/State /Zip _____
Telephone (_____) _____ Email _____
- e. Company Name _____ Contact/Title _____
Address _____ City/State /Zip _____
Telephone (_____) _____ Email _____

- 13 **BONDING.** Is your firm able to obtain bonding up to and including an amount equal to the estimated project cost?
___ Yes ___ No
14. **INSURANCE.** Is your firm able to obtain insurance as specified in the Special Terms and Conditions of this RFP?
___ Yes ___ No
15. **PURCHASE ORDERS.** Do you accept purchase orders?
___ Yes ___ No
16. **CREDIT CARDS.** Do you accept credit cards?
___ Yes ___ No
17. **INFORMATION** (if you answer "yes" to any of the following questions, attach a separate page explaining your response clearly labeled with the corresponding question number).
- a. In the past five years, has there been any change in ownership of your company?
___ Yes ___ No (if "yes," attach explanation labeled 17a)
 - b. In the past five years, has your firm operated under any other name?
___ Yes ___ No (if "yes," attach explanation labeled 17b)
 - c. Are any corporate officers, owners or partners currently connected with any other firm in the same line of business?
___ Yes ___ No (if "yes," attach explanation labeled 17c)
 - d. In the past five years, has your firm been in bankruptcy?
___ Yes ___ No (if "yes," attach explanation labeled 17d)
 - e. In the past five years, has your firm been assessed and paid liquidated damages?
___ Yes ___ No (if "yes," attach explanation labeled 17e)
 - f. In the past five years, has your firm, or any firm with which your company's officers, owners or partners are associated, been barred, disqualified, removed or otherwise prevented from bidding on, or completing for any government project for any reason?
___ Yes ___ No (if "yes," attach explanation labeled 17f)
 - g. In the past five years, has your firm been denied an award of any contract based on a finding by a public agency that your company was not a responsible bidder?
___ Yes ___ No (if "yes," attach explanation labeled 17g)
 - h. In the past five years, has any claim against your firm concerning your firm's work on a project been filed in court or arbitration?
___ Yes ___ No (if "yes," attach explanation labeled 17h)
 - i. Has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?
___ Yes ___ No (if "yes," attach explanation labeled 17i)
 - j. Has your firm, or any of its officers, owners or partners, ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?
___ Yes ___ No (if "yes," attach explanation labeled 17j)

- k. Has your firm, or any of its officers, owners or partners, ever been convicted of a crime involving any federal, state, or local law related to your business dealings?
 Yes No (if "yes," attach explanation labeled 17k)
- l. Has your firm, or any of its officers, owners or partners, ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
 Yes No (if "yes," attach explanation labeled 17l)
- m. In the past five years, has any surety company made any payments on your firm's behalf as result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf?
 Yes No (if "yes," attach explanation labeled 17m)
- n. Has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a project when one was required?
 Yes No (if "yes," attach explanation labeled 17n)
- o. Have you ever had insurance terminated by a carrier?
 Yes No (if "yes," attach explanation labeled 17o)
- p. In the past five years, has any insurance carrier, for any form of insurance, refused to renew an insurance policy for your firm?
 Yes No (if "yes," attach explanation labeled 17p)
- q. In the past five years, has OSHA cited and assessed penalties against your firm?
 Yes No (if "yes," attach explanation labeled 17q)

18. Licenses. Does your company have current and valid licenses for the services being requested? Please provide copies.

Yes No (if "yes," attach licenses labeled 18)

19. Certification. The undersigned hereby affirms (1) that he/she is a duly authorized agent of the vendor and (2) that the information submitted in/with this form is true and correct. Any information submitted herein that is later found to be false shall serve as grounds for disqualifying the vendor's proposal.

- a. Printed Name: _____
 - b. Printed Title: _____
 - c. Firm Name: _____
 - d. Address: _____
 - e. City, State, Zip: _____
 - f. Telephone: _____
 - g. Fax: _____
 - h. E-mail: _____
- Authorized Representative's Signature _____

Attach all requested exhibit items to the end of this document by staple or binding and clearly label each exhibit with the corresponding question number.



Town of Parker
Finance Department
20120 East Mainstreet
Parker, Colorado 80138-7334

INVITATION FOR BID IFB#17-003

PROPRIETARY / CONFIDENTIAL STATEMENT

'I/We acknowledge that subsequent to award of this solicitation, all of, or part of this submittal may be released to any person or firm who may request it, as prescribed by the State of Colorado Open Records Act CRS 24-72-201 et seq., as amended, and that:

_____ None of this submittal is considered proprietary and/or confidential

OR

_____ The portions/pages of this submittal identified below are proprietary and/or confidential for the reasons stated (cite the specific exemptions allowed by the Colorado Open Records Act/Government Code):

Code:

Reason:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

General reference to Freedom of Information Act (FOIA) or Colorado Open Records Act (CORA) is not sufficient justification.

I/We acknowledge that the above statements may be subject to legal review and challenge.'

Signature below indicates that applicant has read all the information provided above and agrees to comply in full. This addendum is considered as a section of the Invitation for Bid, IFB-17-003 and therefore, this signed document shall become consideration and fully submitted with the original package.

Authorized Representative's Signature

Date

Printed Name

Title

Company Name



Town of Parker
Finance Department
20120 East Mainstreet
Parker, Colorado 80138-7334
INVITATION FOR BID IFB#17-003
NO BID STATEMENT

The Town of Parker values your input. If you are unable to participate, will you spend a few minutes to complete this form and return with your NO BID response.

Please send to: Town of Parker
Attn: Traci L. Gorman, CPPO, CPPB
IFB-17-003
20120 East Mainstreet
Parker, CO 80138

Specifications too "strict" (i.e. – geared toward one brand or manufacturer only, etc.). Please explain.

Specifications are unclear. Please explain.

- We are unable to meet specifications
- Insufficient time to respond to the solicitation
- Our schedule would not permit us to perform within the required time
- We are unable to meet insurance and/or bonding requirements
- We do not offer this product or service

PRINT OR TYPE YOUR INFORMATION

Company Name: _____ Fax: _____

Address: _____ City/State/Zip: _____

Contact Person: _____ Title: _____

Email: _____ Phone: _____

Authorized Representative's Signature: _____ Date: _____

Printed Name: _____ Title: _____

Email: _____ Phone: _____



Town of Parker
Finance Department
20120 East Mainstreet
Parker, Colorado 80138-7334
INVITATION FOR BID IFB#17-003
SUBMISSION FORM

SUBMISSION: Please address your submittal envelope/box as follows to help facilitate proper delivery:

Town of Parker
Finance Department – Purchasing Division
20120 East Mainstreet
Parker, CO 80138

Attn: Traci L. Gorman, CPPO, CPPB
Procurement Officer
IFB-17-003

Vendor shall check (✓) to confirm that the following documentation has been submitted:

- Signed Cover Sheet from this Solicitation, ALL signatures must be in blue ink
- An original hardcopy, one original softcopy and two hardcopies of the bid
- Required Documents as specified in this Solicitation
- Vendor Information Form
- Proprietary / Confidential Statement
- Signed copies of any addenda issued regarding this Solicitation
- Insurance Documentation
- W9 Documentation

Does your offer comply with all of the terms and conditions (yes___ no___)? If not, indicate exceptions.

Does your offer meet or exceed all of the specifications (yes___ no___)? If not, indicate exceptions.

State percentage of prompt payment discount, if offered: _____% _____ days

State when work can be started: _____

Vendor's response to the following questions will not be considered in awarding this Solicitation.

The Town of Parker actively participates in purchasing between and among government agencies to combine purchasing power and resources and to obtain lower costs of procurement for quality goods and services. As such, we hereby request that other agencies of government be permitted to avail themselves of any award resulting from this solicitation and purchase any and all items specified herein from the successful Vendor(s) at the contract price(s) established herein. Each agency would establish its own contract, issue its own orders, be invoiced therefrom, make its own payments, and issue its own exemption certificates as required by the Vendor. It is understood and agreed that the Town of Parker would not be a legally binding party to any contractual agreement made between any other agency and the Vendor as a result of this Solicitation. **May other units of government avail themselves of this contract and purchase any and all items specified (yes ___ no ___)?**

Likewise, in an effort to support its local businesses, the Town of Parker hereby requests that said businesses be permitted to avail themselves of any award resulting from this solicitation and purchase any and all items specified herein from the successful Vendor(s) at the contract price(s) established herein. Each business would establish its own contract, issue its own orders, be invoiced therefrom and make its own payments. Unlike the Town and other agencies of government, businesses would be subject to applicable taxes for their purchases. The Town of Parker would not be a legally binding party to any contractual agreement made between any business and the Vendor as a result of this Solicitation. **May Parker businesses avail themselves of this contract and purchase any and all items specified (yes ___ no ___)?**

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Town of Parker
Finance Department
20120 East Mainstreet
Parker, Colorado 80138-7334
INVITATION FOR BID IFB#17-003

**ATTACHMENT 1 – SAMPLE PROFESSIONAL SERVICES
AGREEMENT**

The Sample Professional Services Agreement is included in this solicitation for information and reference purposes only.

It is the responsibility of the Vendor to provide any exceptions to this Solicitation and/or Sample Professional Services Agreement with its response for evaluation by the Town of Parker.

Following the determination of award, the Town of Parker and the successful Vendor will execute this document to consummate a contract between the parties. The Solicitation and the Vendor's Offer will be attached and incorporated as part of the contract.

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In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code and Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(E))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2016, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and _____ (the "Consultant").

RECITALS:

A. The Town requires professional services for [_____] (the "Project").

B. Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required services for the Project.

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide to the Town professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **Exhibit A**, which is attached hereto and incorporated herein by this reference.

II. THE TOWN'S OBLIGATIONS/CONFIDENTIALITY

The Town shall provide Consultant with reports and such other data as may be available to the Town and reasonably required by Consultant to perform hereunder. No Project information shall be disclosed by Consultant to third parties without prior written consent of the Town or pursuant to a lawful court order directing such disclosure. All documents provided by the Town to Consultant shall be returned to the Town. Consultant is authorized by the Town to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF INSTRUMENTS OF SERVICE

The Town acknowledges that the Consultant's documents are an instrument of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the Town upon completion of the services. Any reuse of the Consultant's documents is at the Town's own risk.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the Town shall pay Consultant an amount not to exceed _____ Dollars (\$_____). Payment shall be made in accordance with the schedule of charges in **Exhibit B**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the services performed by Consultant under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the Town. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the receipt of invoice, as provided by this Agreement.

C. The Town has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the Town.

D. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the Town) required by this Agreement have been turned over to and approved by the Town and upon receipt by the Town of Consultant's written notification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF SERVICES

Within seven (7) days of receipt from the Town of a Notice to Proceed, Consultant shall commence services on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the Town, the Project shall be complete and Consultant shall furnish the Town the specified deliverables, as provided in Exhibit A.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute a material change or amendment of services which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid, unless authorized by written amendment executed by the Town. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee or representative of the Town shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, as required by law.

B. The services performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the Town for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the Town of drawings, designs, specifications, reports and incidental services or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the services. Neither the Town's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. COMPLIANCE WITH LAW

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

IX. INDEMNIFICATION

A. Indemnification – General. The Consultant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Town, its mayor and town council, officials, officers, directors, agents, and their insurers, and employees, from and against all liability, claims, demands, suits, actions or proceedings of any kind, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, including workers' compensation claims, in any way resulting from or arising from the services rendered by the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the Town, its mayor and town council, its officers, agents and employees, from damages resulting from the negligence of the Town's mayor and town council, officials, officers, directors, agents, and their insurers, and employees. The Town cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate

or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever.

B. Indemnification for Professional Negligence. The Consultant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Town, its mayor and town council, and any of its officials, officers, directors, agents, and their insurers, and employees, from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated to defend, indemnify or hold harmless the Town for the negligent acts of the Town, its mayor or town council, or any of its officials, officers, directors, agents and employees.

C. Indemnification – Costs. The Consultant shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of the Consultant or, at the option of the Town, agrees to pay the Town or reimburse the Town for the defense costs incurred by the Town in connection with any such liability, claims or demands. The Consultant shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the Town, its mayor and town council, officials, officers, directors, agents and employees, the Town shall reimburse the Consultant for the portion of the judgment attributable to such act, omission or other fault of the Town, its mayor and town council, officials, officers, directors, agents and employees.

X. INSURANCE

A. The Consultant agrees to procure and maintain, during the life of this Agreement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Consultant, pursuant to Section IX. Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. The Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX. Indemnification, above, by reason of its failure to procure or maintain, during the life of this Agreement, insurance in sufficient amounts, durations or types.

B. The Consultant shall procure and maintain, during the life of this Agreement, for itself and any subconsultant, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Consultant, pursuant to Section IX. Indemnification, above. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Notwithstanding the foregoing, when the Consultant requires a subconsultant to obtain insurance coverage, the types and minimum limits of this coverage may be different than those required, as stated herein for the Consultant, as determined by the Risk Manager.

1. Workers' Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) disease-policy limit, and Five Hundred Thousand Dollars (\$500,000) disease-each employee. If any work on the Project is sublet, the Consultant shall require each of its subconsultants to provide similar coverage for all of the subconsultant's employees to be engaged in such work, except as otherwise determined by the Risk Manager. Evidence of qualified self-insured status may be substituted for the workers' compensation requirements of this Paragraph. *[Ask Cindy for the waiver form/only for sole proprietor.]*

2. Commercial General Liability Insurance to be written with a limit of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, arising out of any one occurrence, and not less than Two Million Dollars (\$2,000,000) general aggregate for all damages arising out of bodily injury, including death, at any time resulting therefrom, during the policy period. This policy shall also include coverage for blanket contractual and independent contractor risks.

The limits of Commercial General Liability Insurance for broad-form property damage (including products and completed operations) shall be not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one occurrence, and not less than Two Million Dollars (\$2,000,000) for all damages arising out of injury to or destruction of property, including the Town's property, during the policy period. The policy shall contain a severability of interests provision.

3. Professional Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Consultant shall maintain such coverage for at least three (3) years from the termination of this Agreement. *[Keep this for architects and engineers, but not for recreation or service contracts. IF DELETED, please delete reference in paragraph 5.]*

4. Protective Liability and Property Damage insurance covering the liability of the Town, including any employee, officer or agent of the Town, with respect to all operations under the Agreement by the Consultant or his subcontractors, shall be procured and maintained during the life of the Agreement. The limits of the Town's Protective Liability Policy, to be provided by the Consultant, as described in this Section B., shall be increased to the same limits as described above for the Consultant's Commercial General Liability Insurance. *[Keep this for architects and engineers, but not for recreation or service contracts.]*

5. The policy required by Paragraph 2. above shall be endorsed to include the Town, its officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Professional Liability and Workers' Compensation, and any insurance carried by the Town, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by the Consultant. No additional insured endorsement to the policy required by

Paragraph 2. above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under any policy required above.

6. The certificate of insurance provided by the Consultant shall be completed by the Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and **shall be reviewed and approved by the Town prior to commencement of the Agreement**. No other form of certificate shall be used. The certificate shall identify this Agreement and the coverages afforded under the policies. **The certificate of insurance must be on file with the Town thirty (30) days prior to commencement of the Agreement**. The completed certificate of insurance shall be sent to:

Town of Parker
Attn: Risk Manager
20120 East Mainstreet
Parker, Colorado 80138

7. It is the affirmative obligation of the Consultant to notify the Town's Risk Manager, as provided in this Agreement, including faxing (fax no. 303-841-4814) or e-mailing (sbedard@parkeronline.org) a copy of the notice to the Risk Manager, within two (2) business days of the cancellation or substantive change to any insurance policy required under this Agreement, and failure to do so shall constitute a breach of this Agreement.

8. Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate this Agreement or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

9. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

10. The parties hereto understand and agree that the Town, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Three Hundred Fifty Thousand Dollars (\$350,000) per person, and Nine Hundred Ninety Thousand Dollars (\$990,000) per occurrence), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the Town, its officers or employees.

XI. NONASSIGNABILITY

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

XII. TERMINATION

This Agreement shall terminate at such time as the services in Section I are completed and the requirements of this Agreement are satisfied, or upon the Town's providing Consultant with seven (7) days' advance written notice, whichever occurs first. In the event the Agreement is terminated by the Town's issuance of said written notice of intent to terminate, the Town shall pay Consultant for all services previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the Town shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the Town thereafter shall be at the Town's sole risk, unless otherwise consented to by Consultant.

XIII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such personal or private interest, the Town shall determine if the interest constitutes a conflict of interest. If the Town determines that a conflict of interest exists, the Town may treat such conflict of interest as a default and terminate this Agreement.

XIV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Douglas, State of Colorado.

XV. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the Town for any purposes.

XVI. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XVII. NONDISCRIMINATION

Consultant will take affirmative action to not discriminate against any employee, applicant or subconsultant for employment because of race, creed, color, national origin, sex or handicap, if otherwise qualified.

XVIII. ENTIRE AGREEMENT

This Agreement, along with the attached Exhibits A, B and C, is the entire Agreement between Consultant and the Town, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

XIX. NOTICE

Any notice or communication between Consultant and the Town which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States mail, addressed as follows:

The Town: Town of Parker
Attn: _____
20120 East Mainstreet
Parker, Colorado 80138

Consultant: _____
Attn: _____

XX. SPECIAL PROVISIONS

The "Special Provisions" attached hereto as **Exhibit C** and incorporated by this reference are made a part of this Agreement. For purposes of the Special Provisions, the Consultant shall be referred to as the "Contractor."

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto as of the date first written above.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor [IF \$100K & OVER]
G. Randolph Young, Town Administrator [IF \$50-\$99,999K]
Department Director [IF UNDER \$50K]
[PICK ONE, DELETE THE OTHERS, thank you and have a nice day.]

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

APPROVED AS TO FORM AND SUFFICIENCY
AS TO SECTIONS IX AND X:

Steve Bedard, Risk Manager

CONSULTANT:

By: _____
_____ [name/title]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____, as _____ of _____.

My commission expires: _____.

SEAL _____
Notary Public

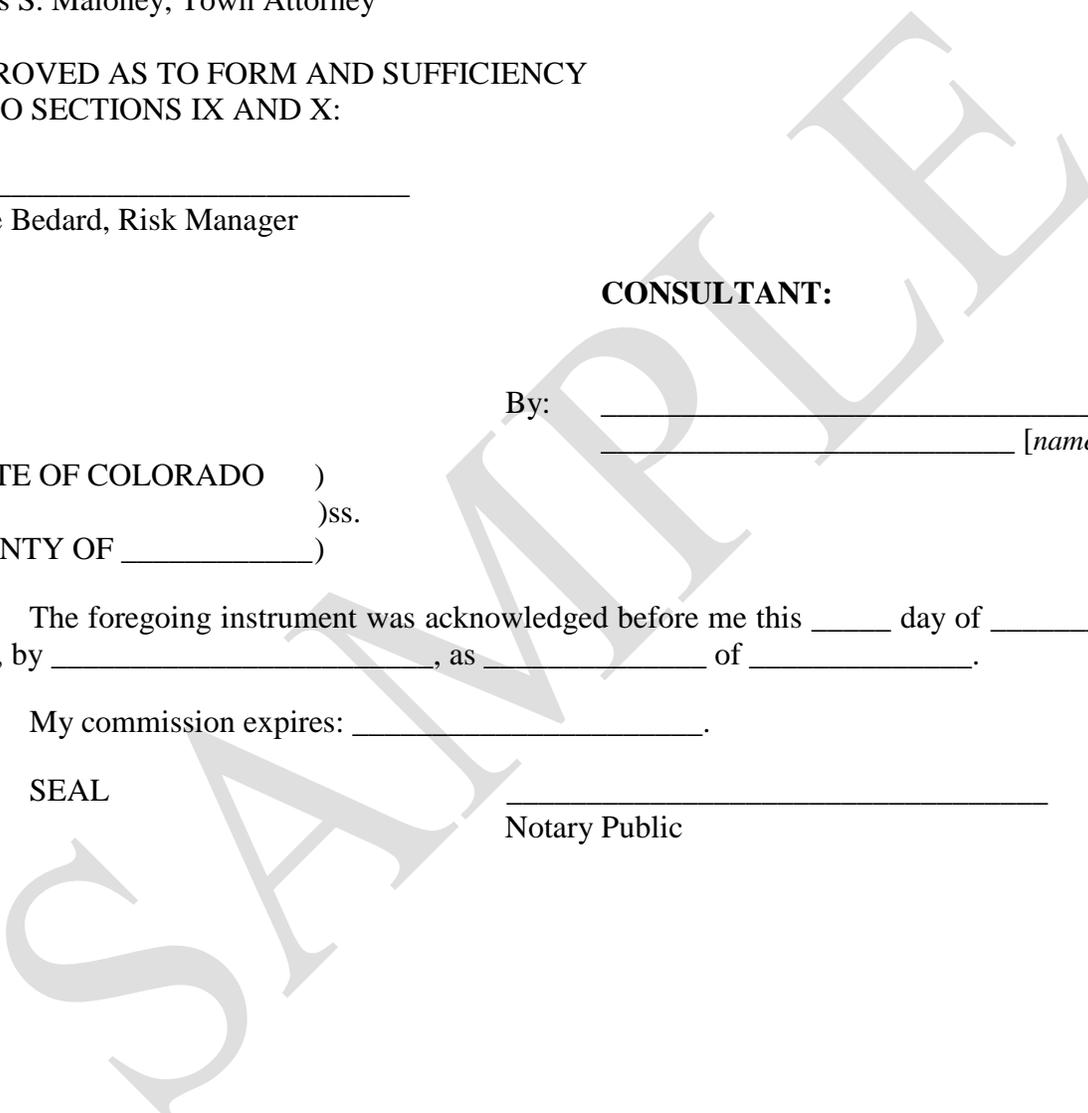


EXHIBIT A

Scope of Services

SAMPLE

EXHIBIT B

Compensation

SAMPLE

EXHIBIT C
Special Provisions Required by HB 06-1343

A. Certification. By entering into this Agreement, Contractor hereby confirms that, at the time of this certification, it does not knowingly employ or contract with an illegal alien and that Contractor has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to verify that it does not employ any illegal aliens.

B. Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor who fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Confirmation.

1. Contractor has confirmed or attempted to confirm through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Agreement has been completed, whichever is earlier.

2. Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

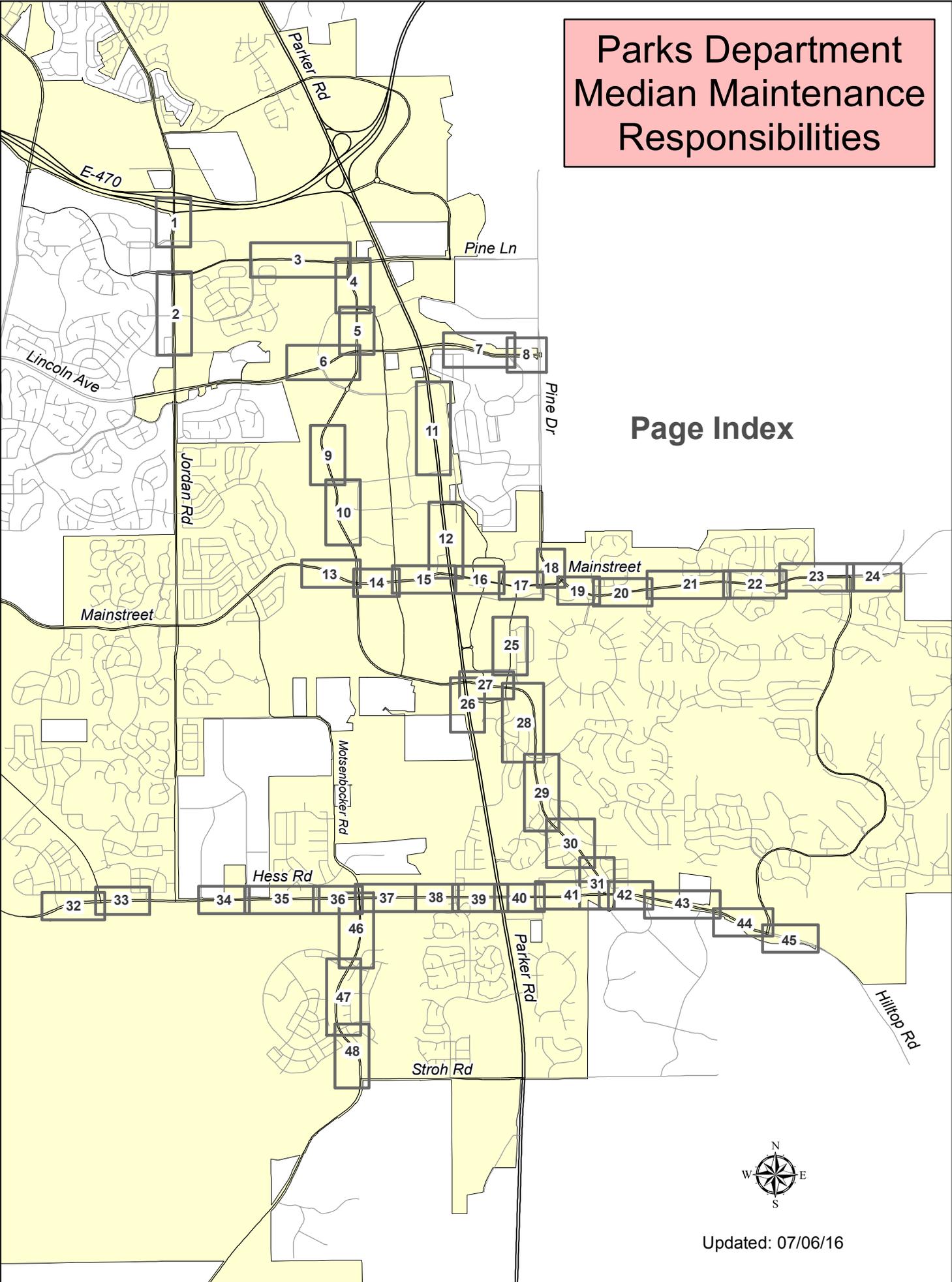
i. Notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

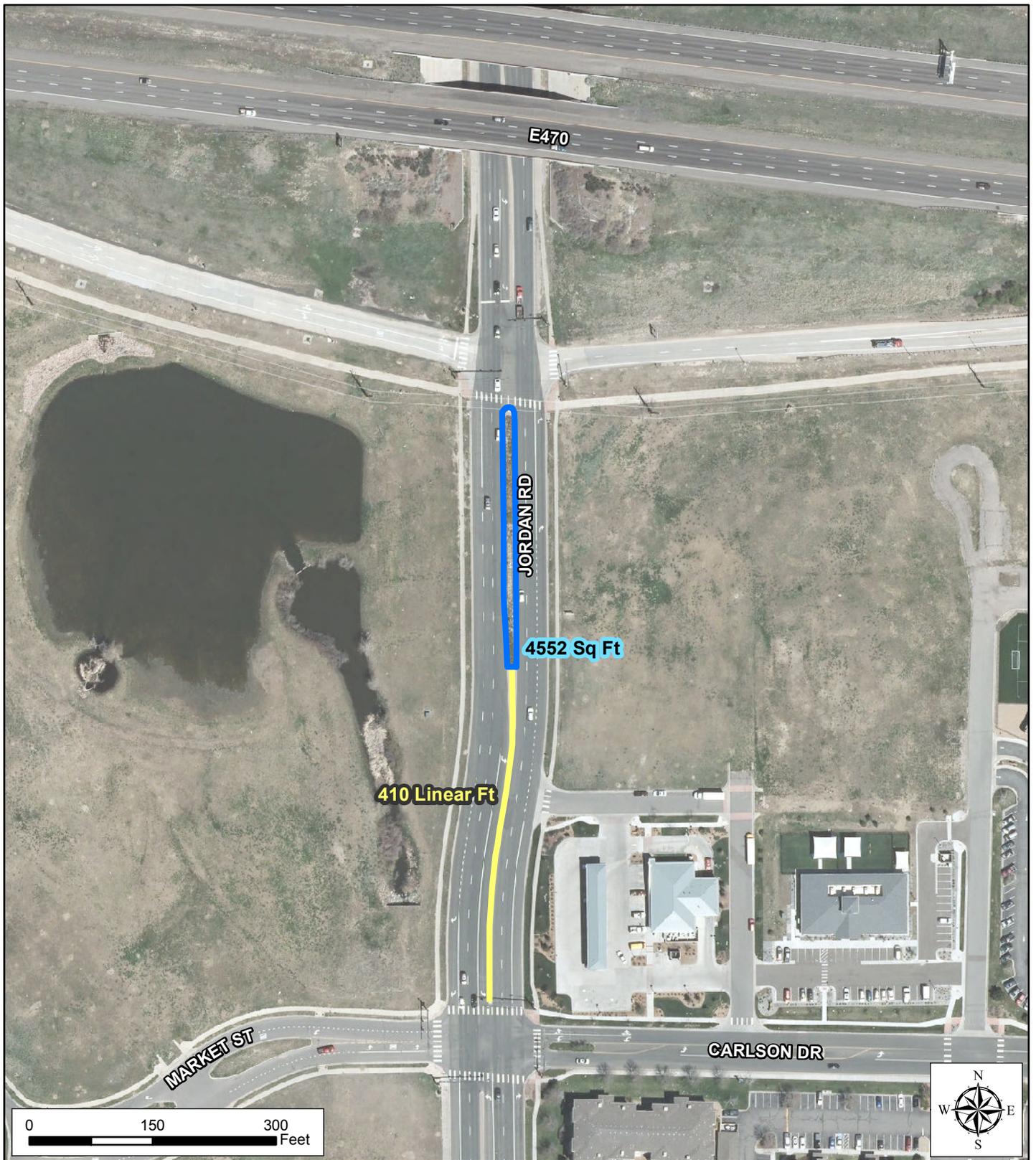
ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph i. hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

Parks Department Median Maintenance Responsibilities

Page Index

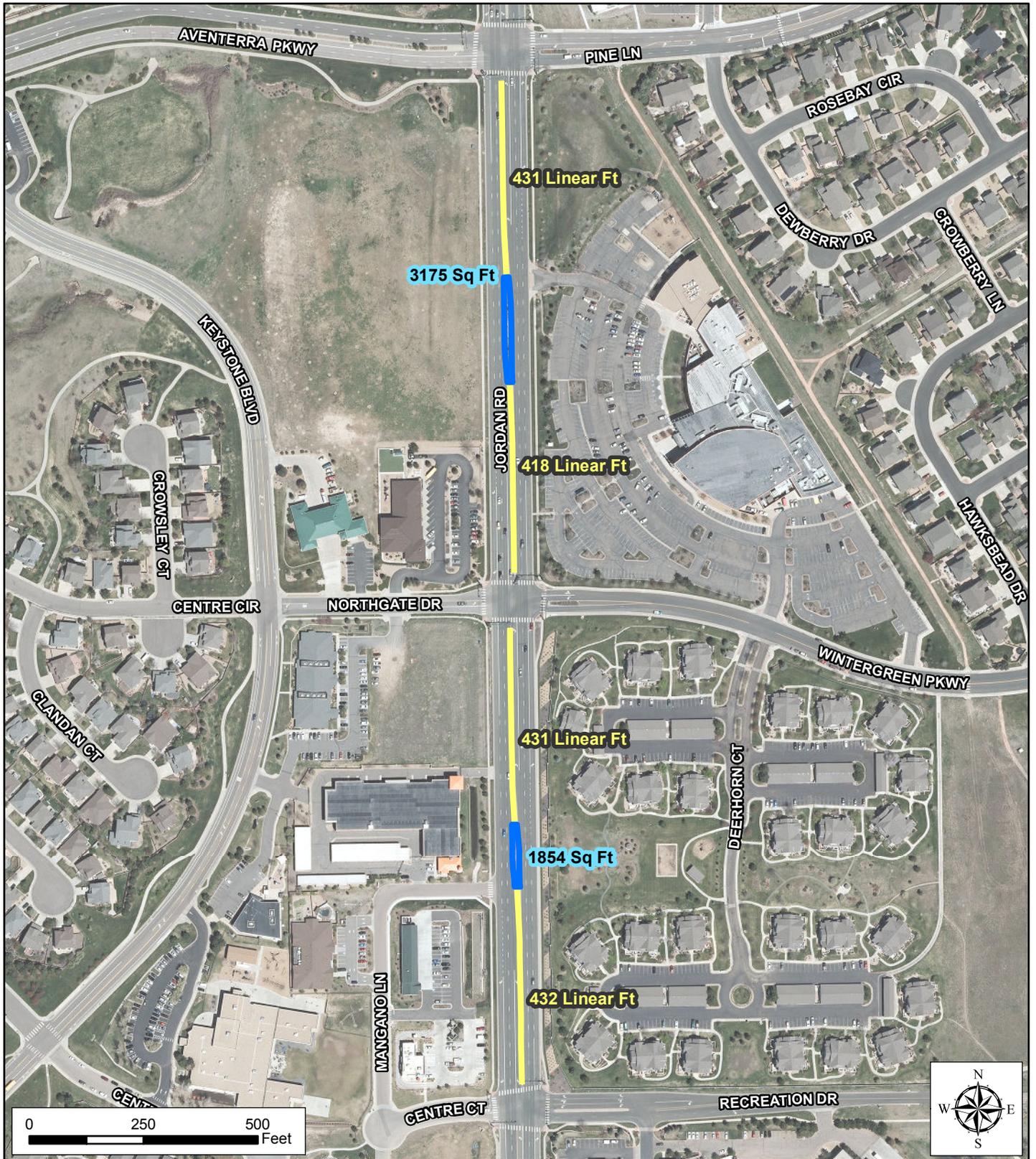




	Landscaped Median with Area in Square Feet
	Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

Jordan Rd - E-470 to Carlson Dr



 Landscaped Median with Area in Square Feet
 Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

Jordan Rd - Pine Ln to Recreation Dr



	Landscaped Median with Area in Square Feet
	Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

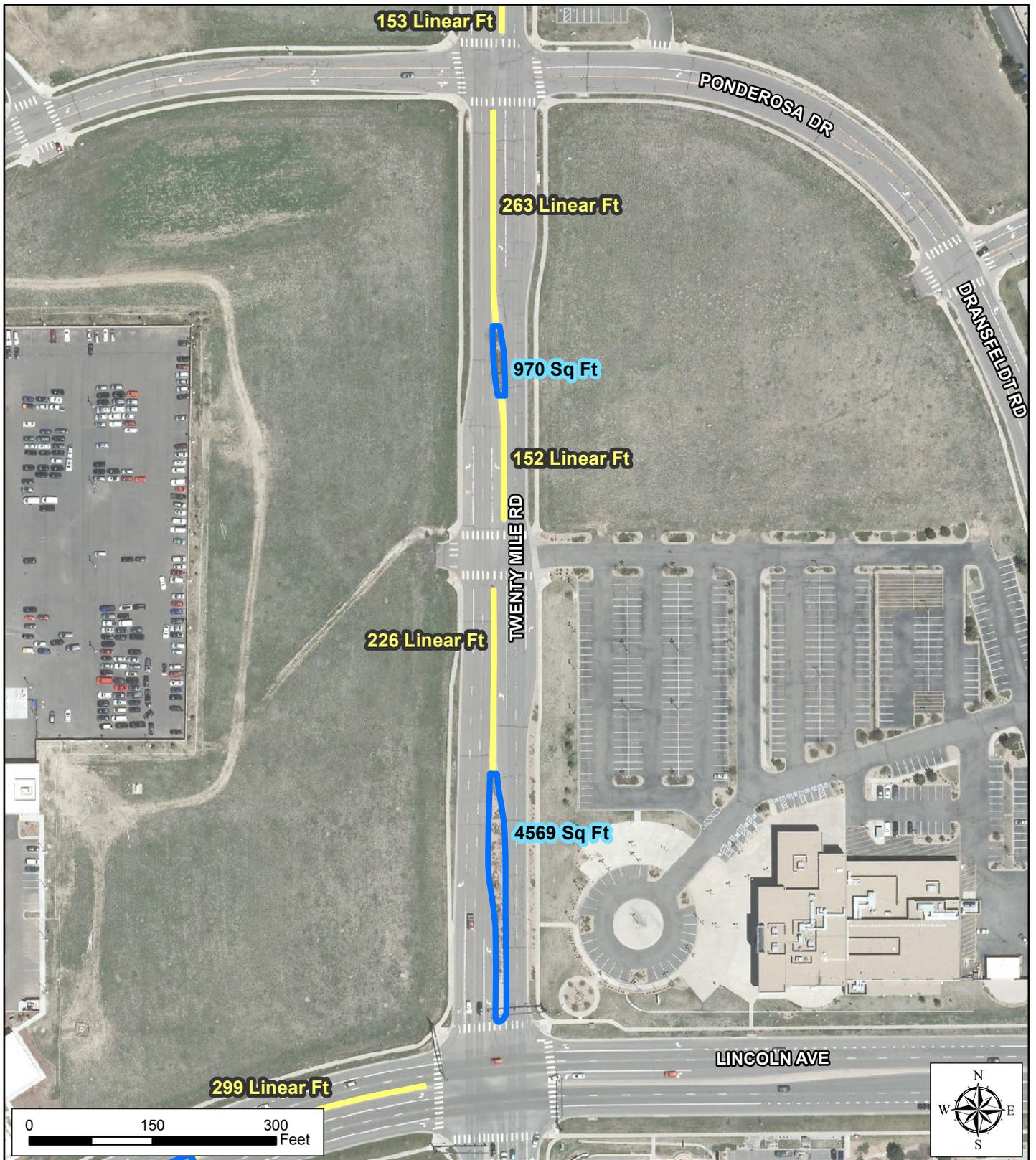
Pine Ln - Wintergreen Pkwy to Twenty Mile Rd



	Landscaped Median with Area in Square Feet
	Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

Twenty Mile Rd - Pine Ln to Ponderosa Dr



 Landscaped Median with Area in Square Feet
 Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

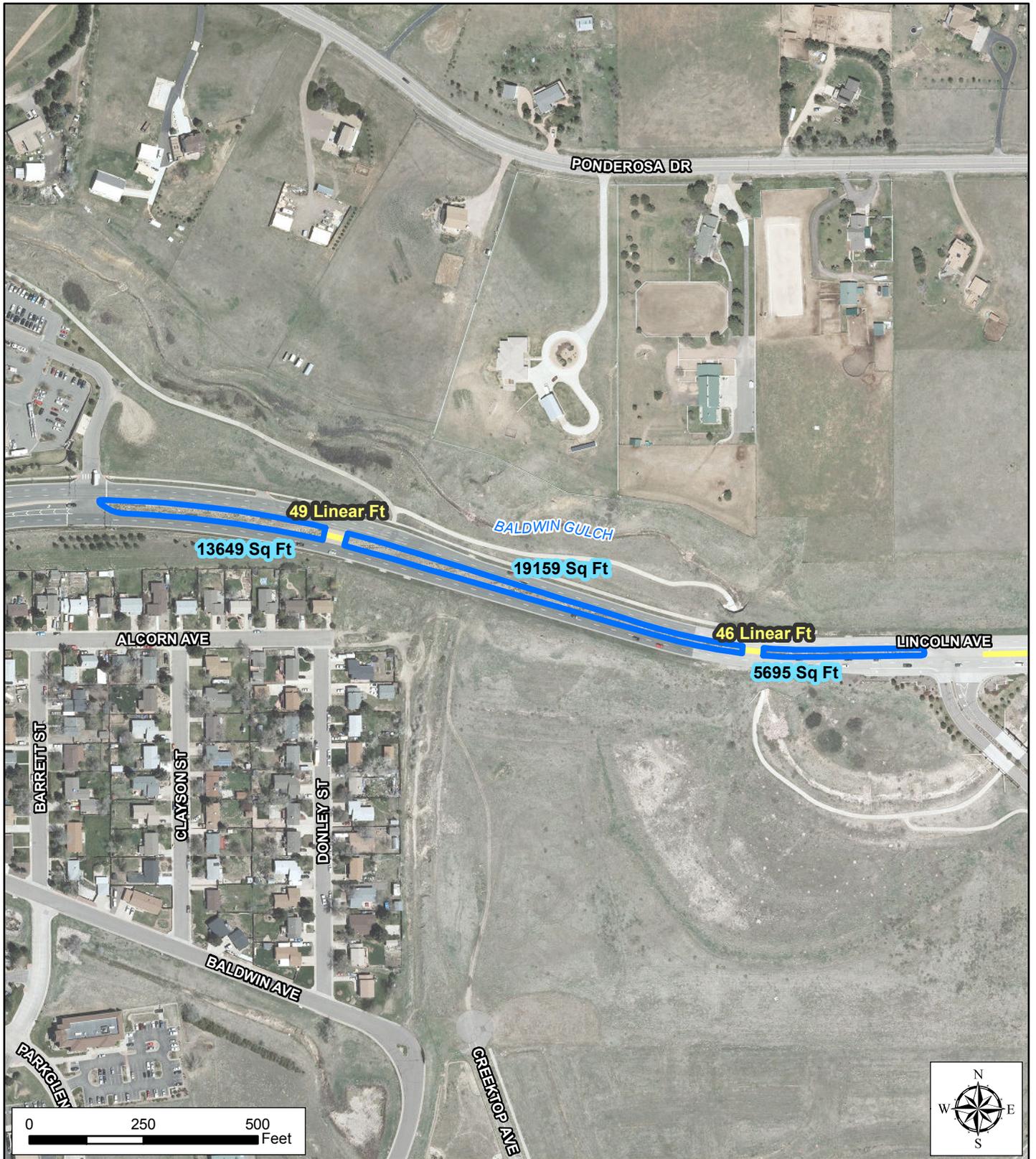
Twenty Mile Rd - Ponderosa Dr to Lincoln Ave



 Landscaped Median with Area in Square Feet
 Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

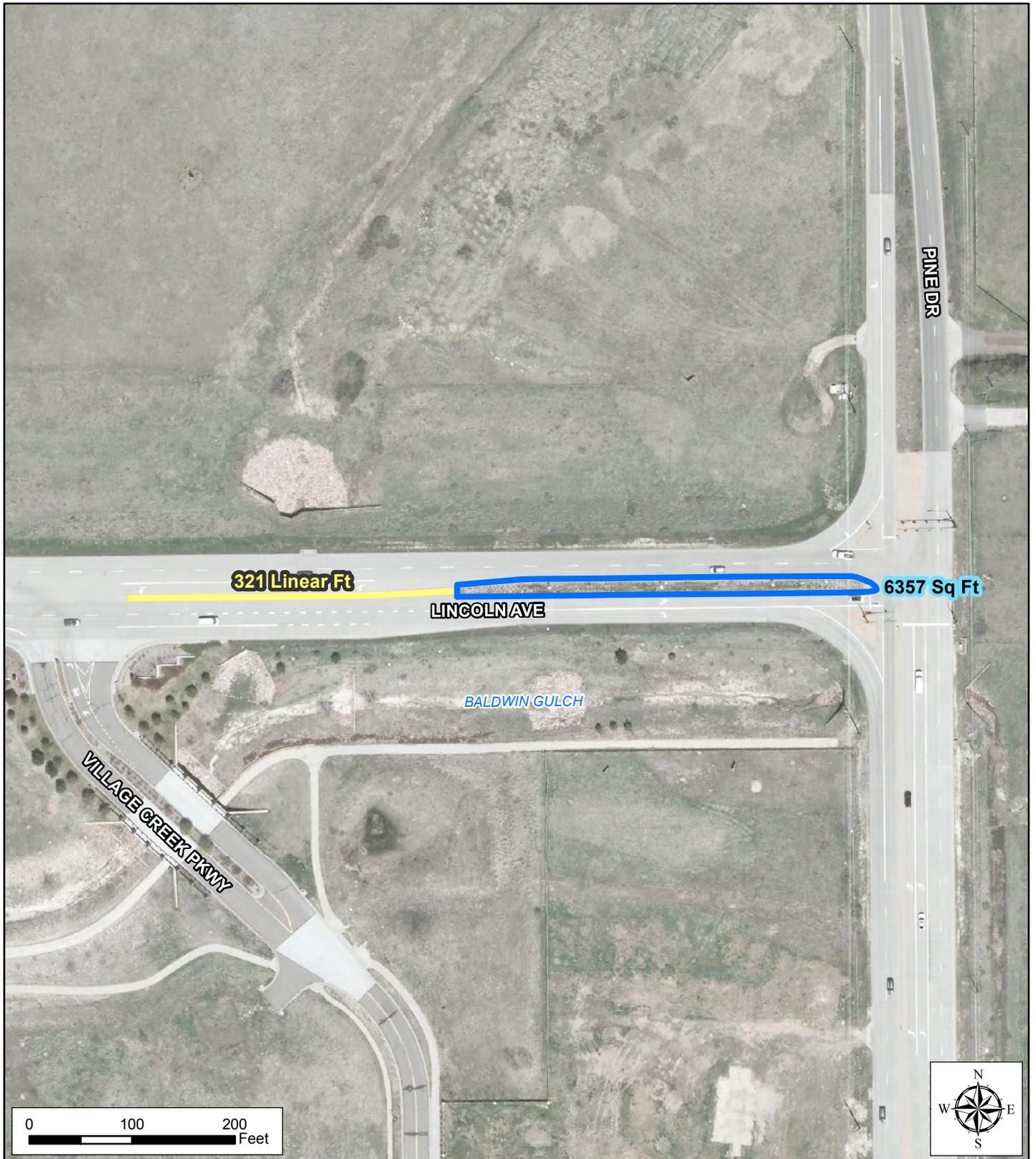
Lincoln Ave - Cherry Creek to Twenty Mile Rd



	Landscaped Median with Area in Square Feet
	Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

Lincoln Ave - Driveway to Village Creek Pkwy

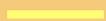


-  Landscaped Median with Area in Square Feet
-  Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

Lincoln Ave - Village Creek Pkwy to Pine Dr



 Landscaped Median with Area in Square Feet
 Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

Twenty Mile Rd - Lincoln Meadows Area to Plaza Dr



Parks Department Median Responsibilities

Twenty Mile Rd - Plaza Dr to Pony Express Dr



 Landscaped Median with Area in Square Feet
 Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

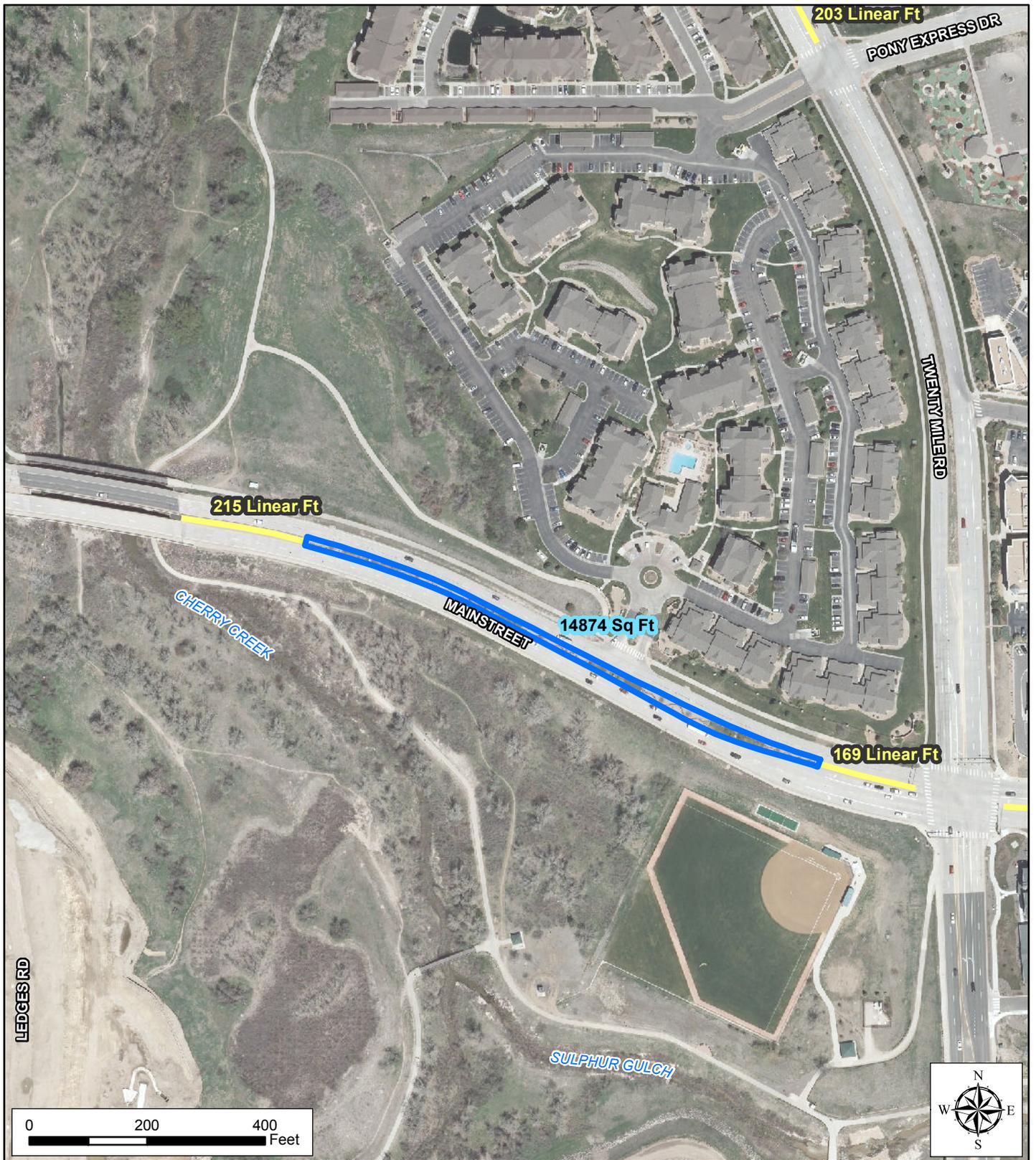
Parker Rd - Parkglenn Way to Plaza Dr



 Landscaped Median with Area in Square Feet
 Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

Parker Rd - Longs Way to Mainstreet

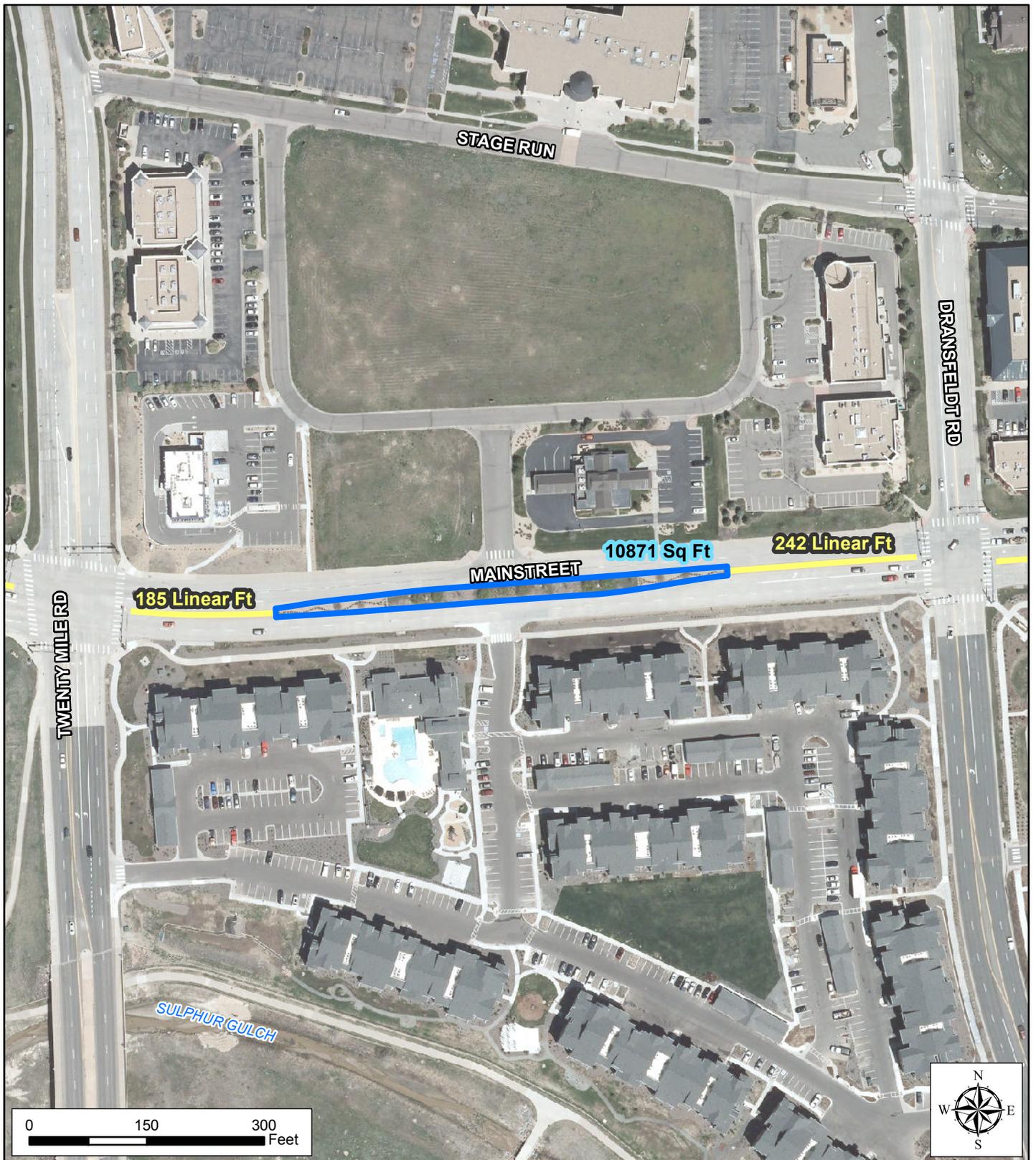


 Landscaped Median with Area in Square Feet

 Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

Mainstreet - Cherry Creek to Twenty Mile Rd



Landscaped Median with Area in Square Feet
 Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

Mainstreet - Twenty Mile Rd to Dransfeldt Rd



 Landscaped Median with Area in Square Feet
 Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

Mainstreet - Dransfeldt Rd to Parker Rd



-  Landscaped Median with Area in Square Feet
-  Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

Mainstreet - O'Brien Park to Victorian Dr



Landscaped Median with Area in Square Feet
 Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

Mainstreet - Victorian Dr to PACE Center Dr



	Landscaped Median with Area in Square Feet
	Hardscaped Median with Measurement in Linear Feet

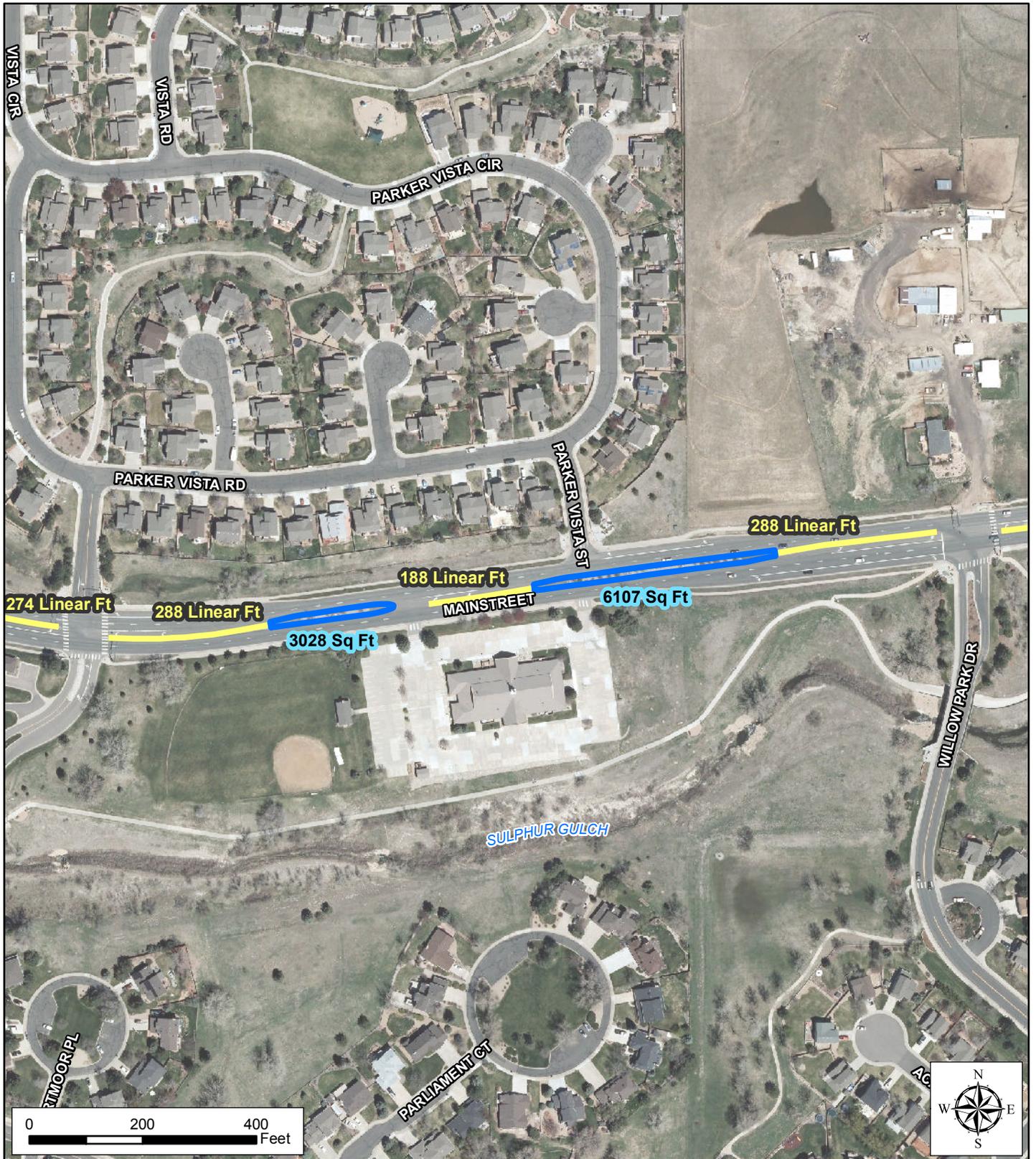
Parks Department Median Responsibilities

Pine Dr - Fire Station to Mainstreet



Parks Department Median Responsibilities

Mainstreet - Pine Dr to Stonehenge Way



	Landscaped Median with Area in Square Feet
	Hardscaped Median with Measurement in Linear Feet

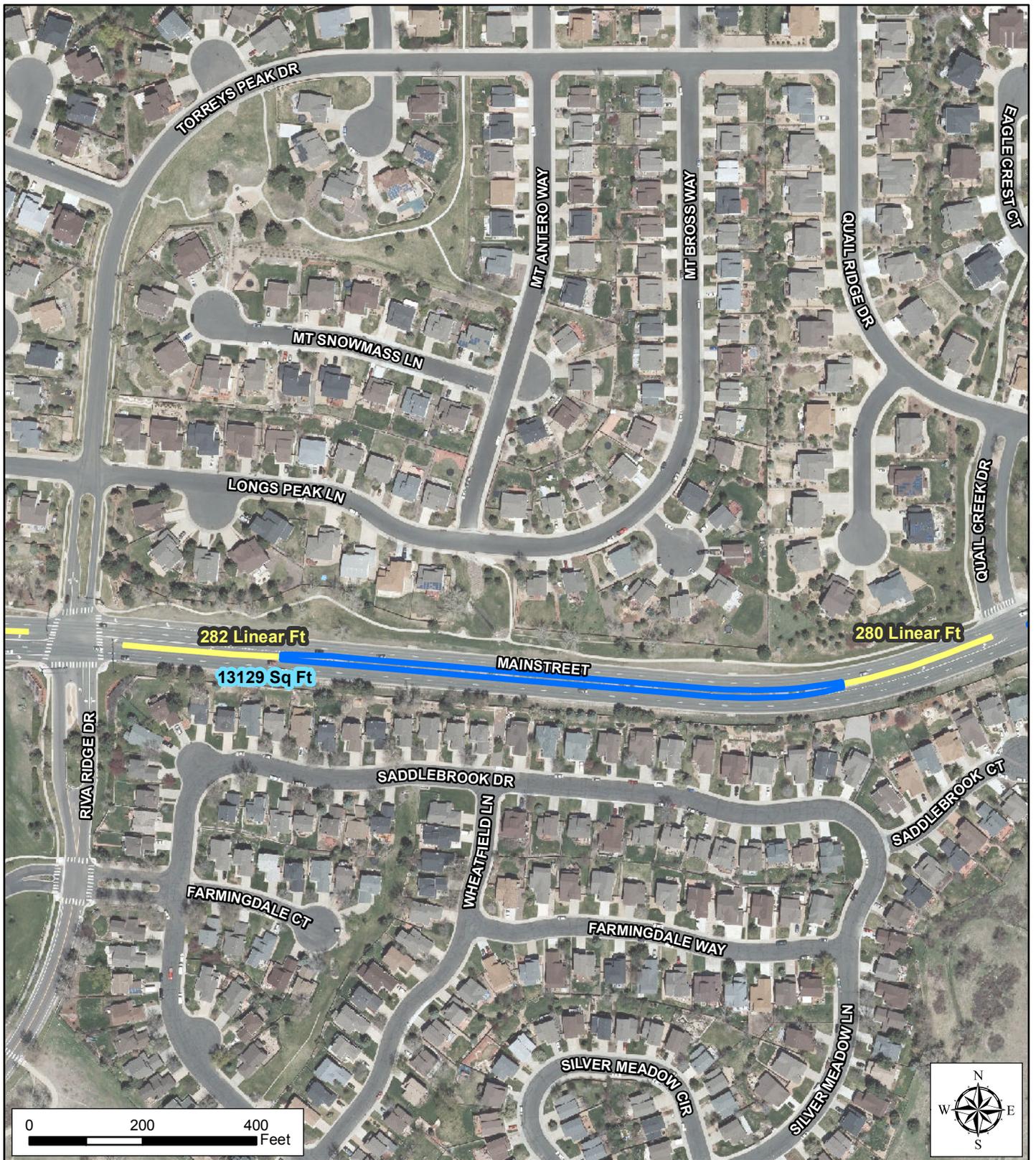
Parks Department Median Responsibilities

Mainstreet - Stonehenge Way to Willow Park Dr



Parks Department Median Responsibilities

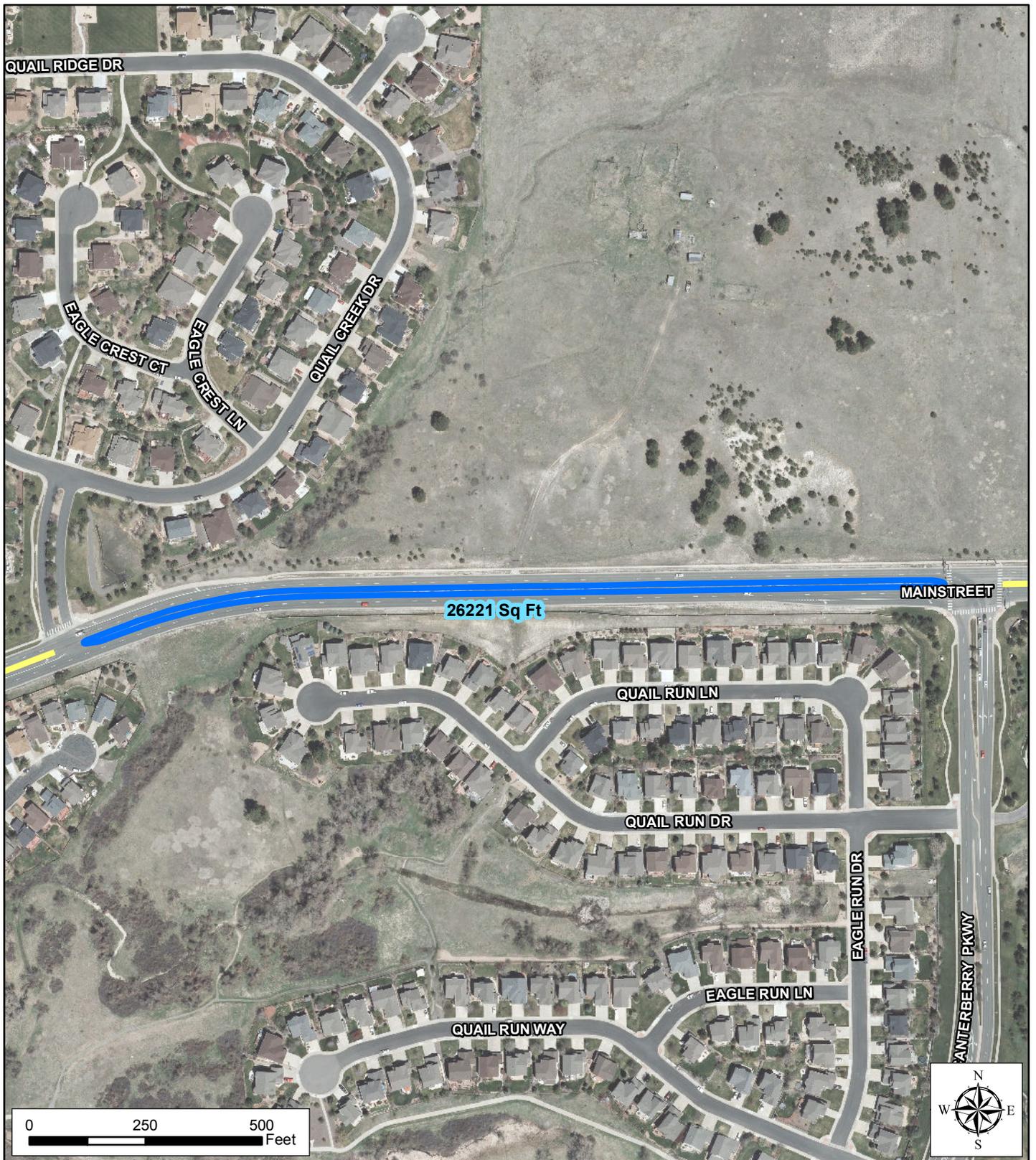
Mainstreet - Willow Park Dr to Riva Ridge Dr



Landscaped Median with Area in Square Feet
 Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

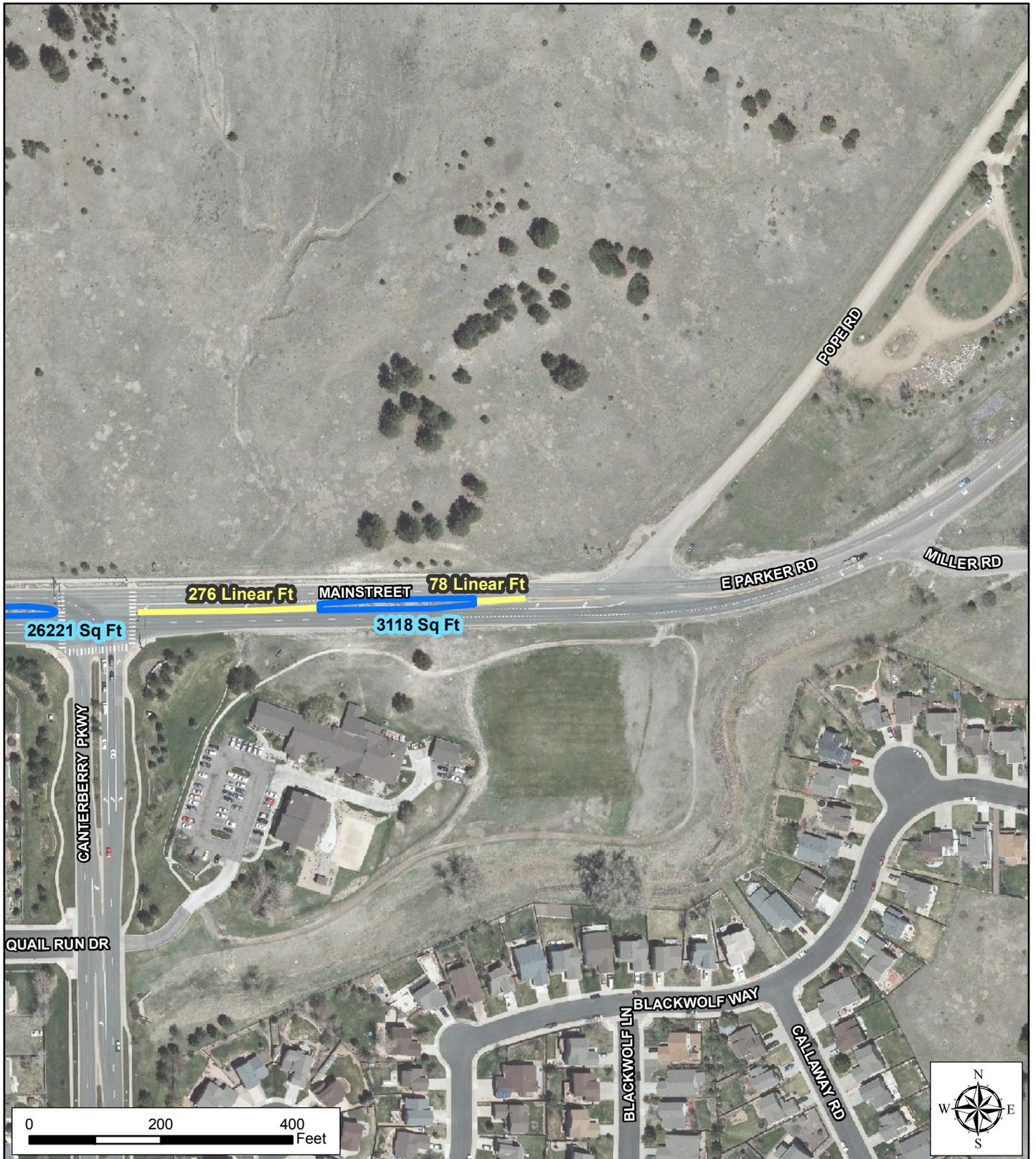
Mainstreet - Riva Ridge Dr to Quail Creek Dr

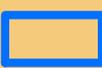


Landscaped Median with Area in Square Feet
 Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

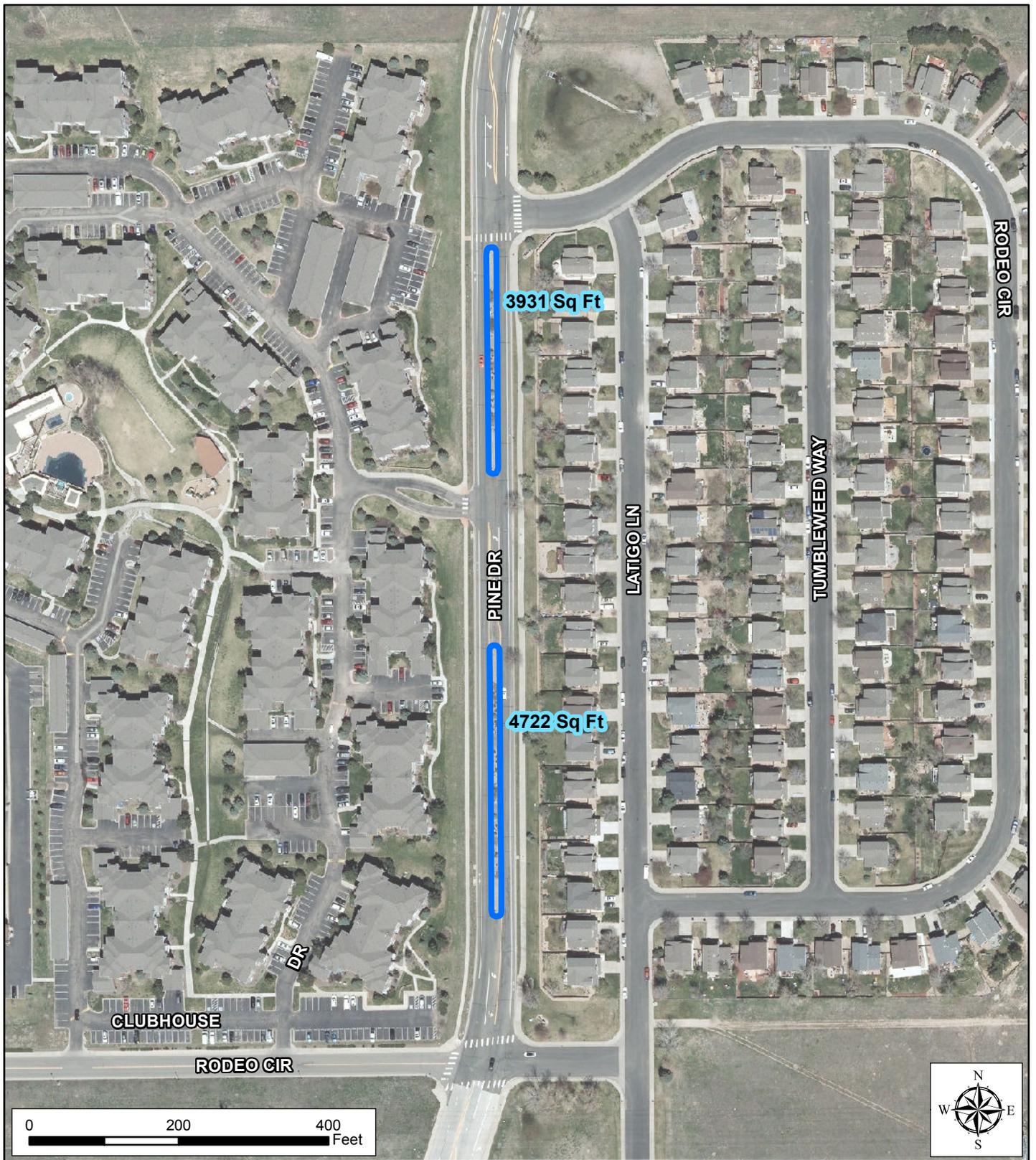
Mainstreet - Quail Creek Dr to Canterbury Pkwy



 Landscaped Median with Area in Square Feet
 Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

Mainstreet - Canterbury Pkwy to Miller Rd



 Landscaped Median with Area in Square Feet
 Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

Pine Dr - Rodeo Cir to Rodeo Cir



Landscaped Median with Area in Square Feet
 Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

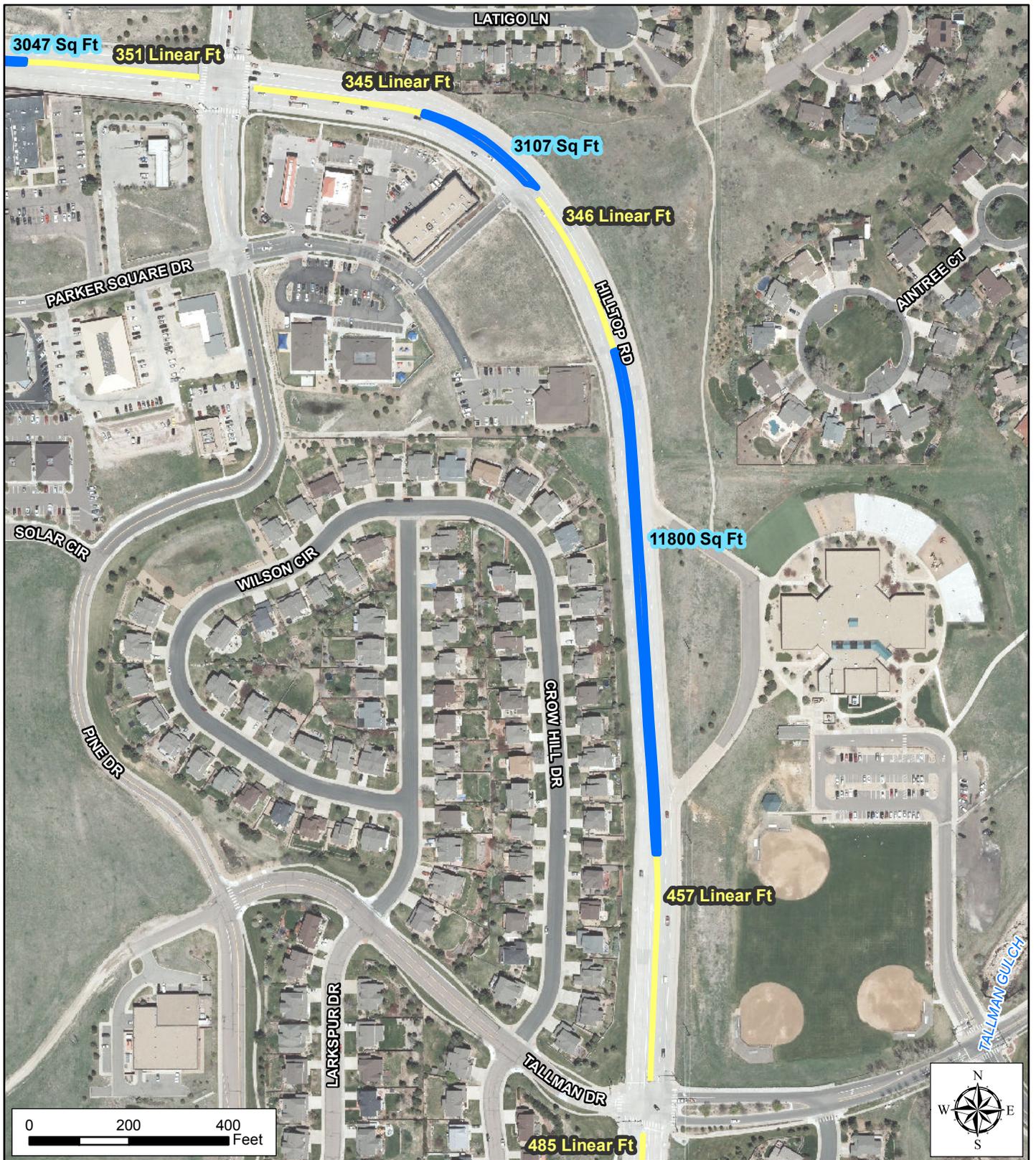
Parker Rd - Hilltop Rd to Natural Surface Median



Landscaped Median with Area in Square Feet
 Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

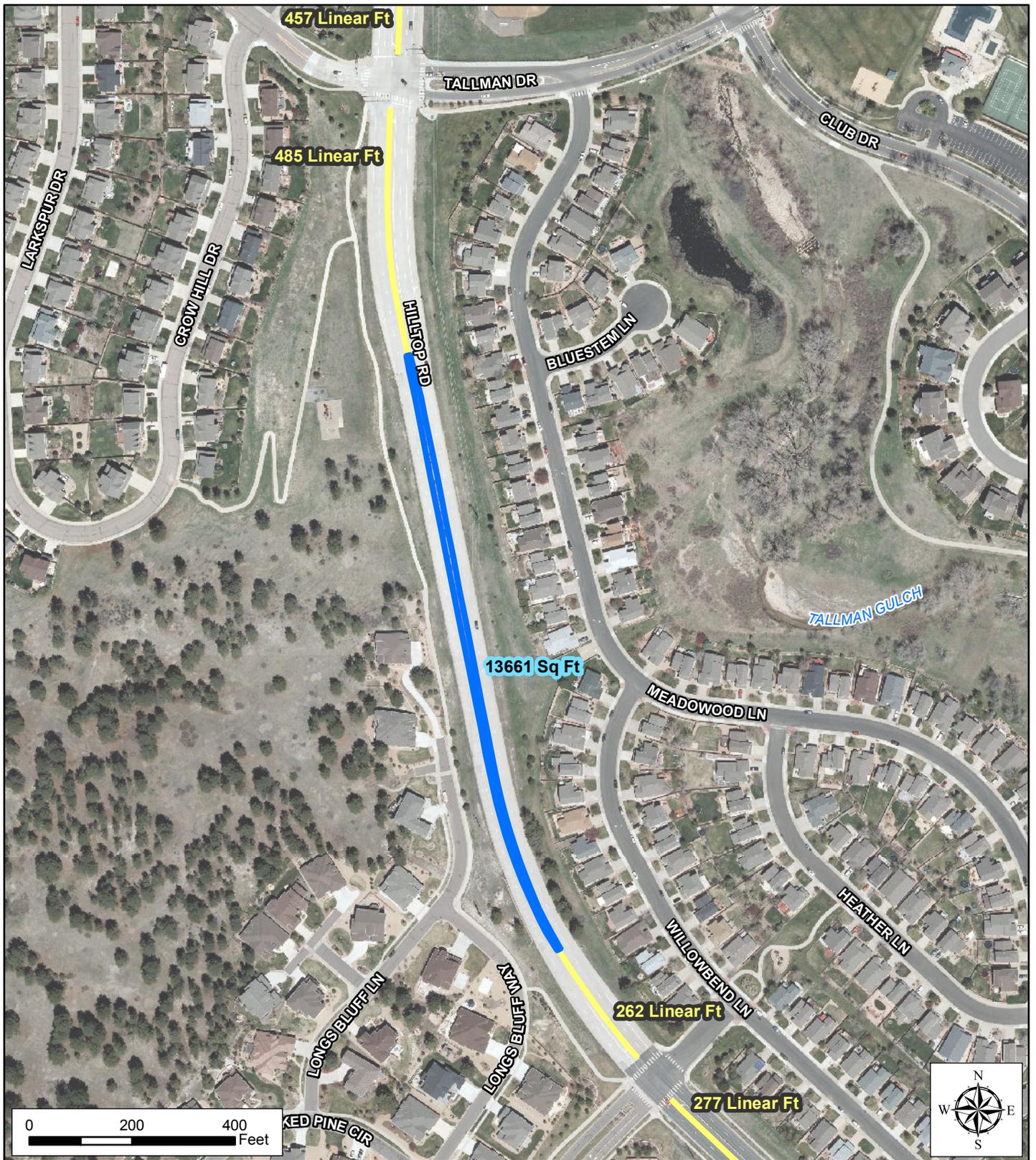
Hilltop Rd - Parker Rd to Pine Dr



	Landscaped Median with Area in Square Feet
	Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

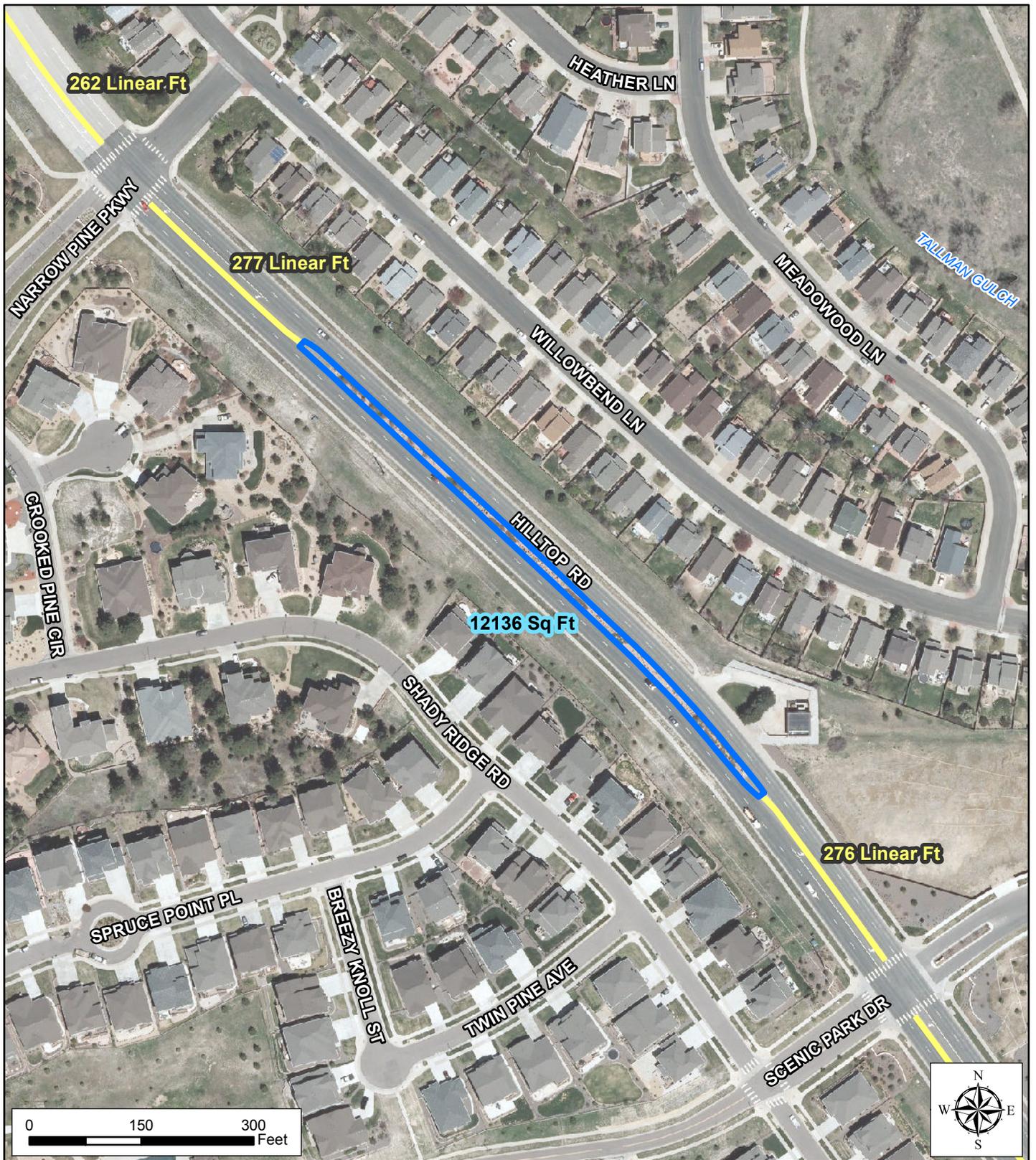
Hilltop Rd - Pine Dr to Tallman Dr



Landscaped Median with Area in Square Feet
 Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

Hilltop Rd - Tallman Dr to Narrow Pine Pkwy



 Landscaped Median with Area in Square Feet
 Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

Hilltop Rd - Narrow Pine Pkwy to Scenic Park Dr

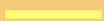


Landscaped Median with Area in Square Feet
 Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

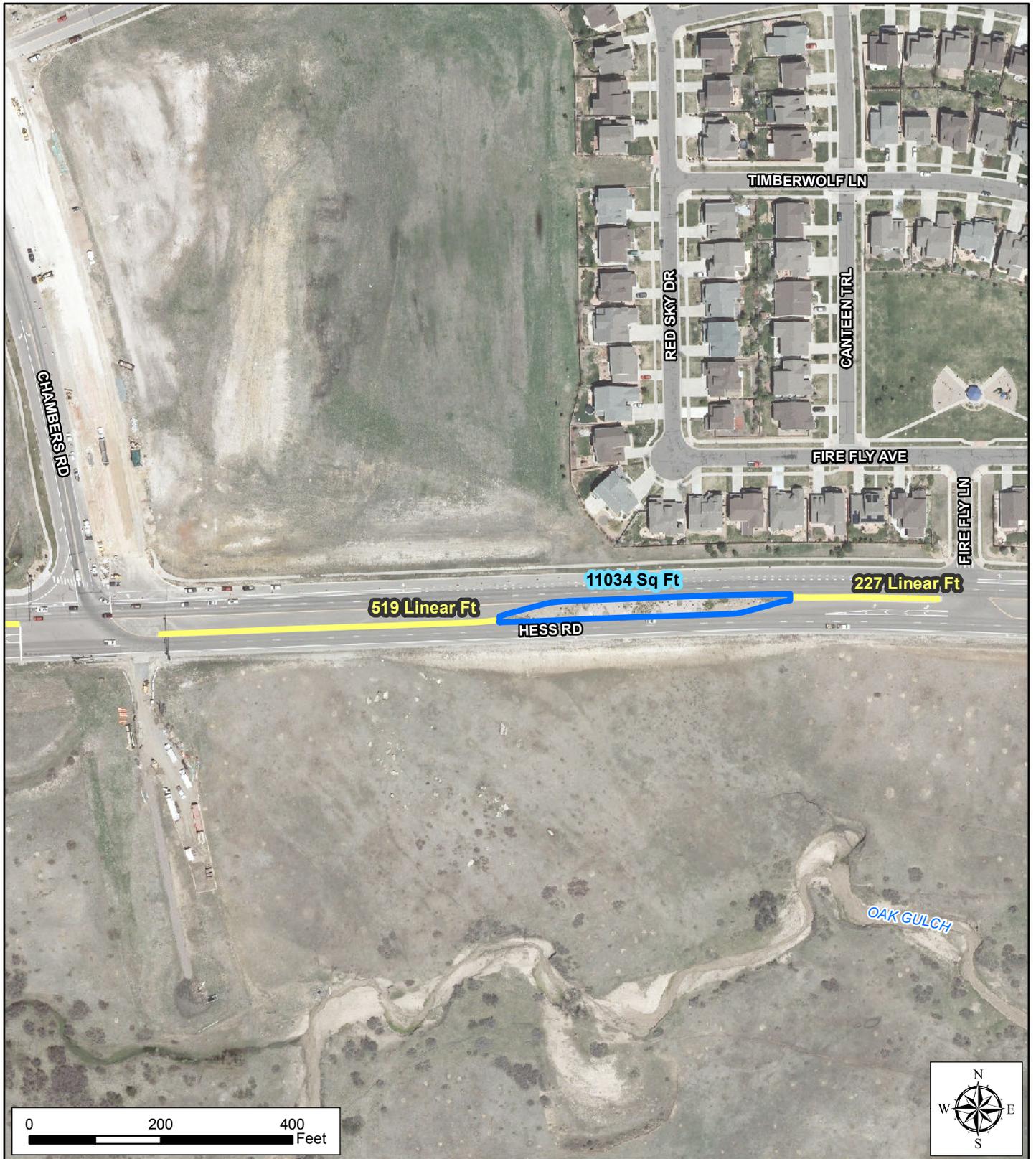
Hilltop Rd - Scenic Park Dr to Hess Rd



 Landscaped Median with Area in Square Feet
 Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

Hess Rd - Great Plain Way to Chambers Rd



Landscaped Median with Area in Square Feet
 Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

Hess Rd - Chambers Rd to Fire Fly Ln

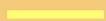


-  Landscaped Median with Area in Square Feet
-  Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

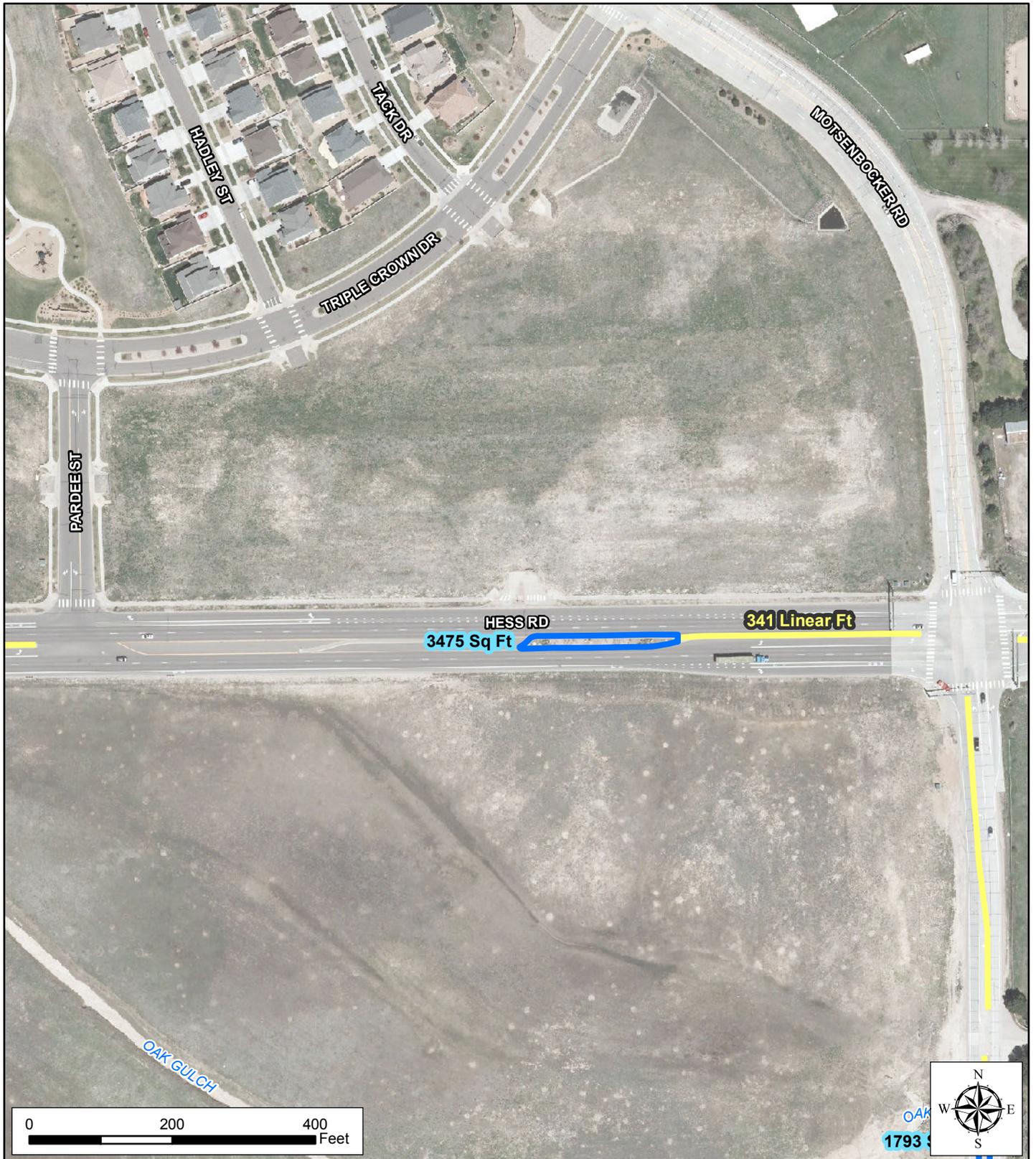
Hess Rd - Patty Ln to Tammy Ln



 Landscaped Median with Area in Square Feet
 Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

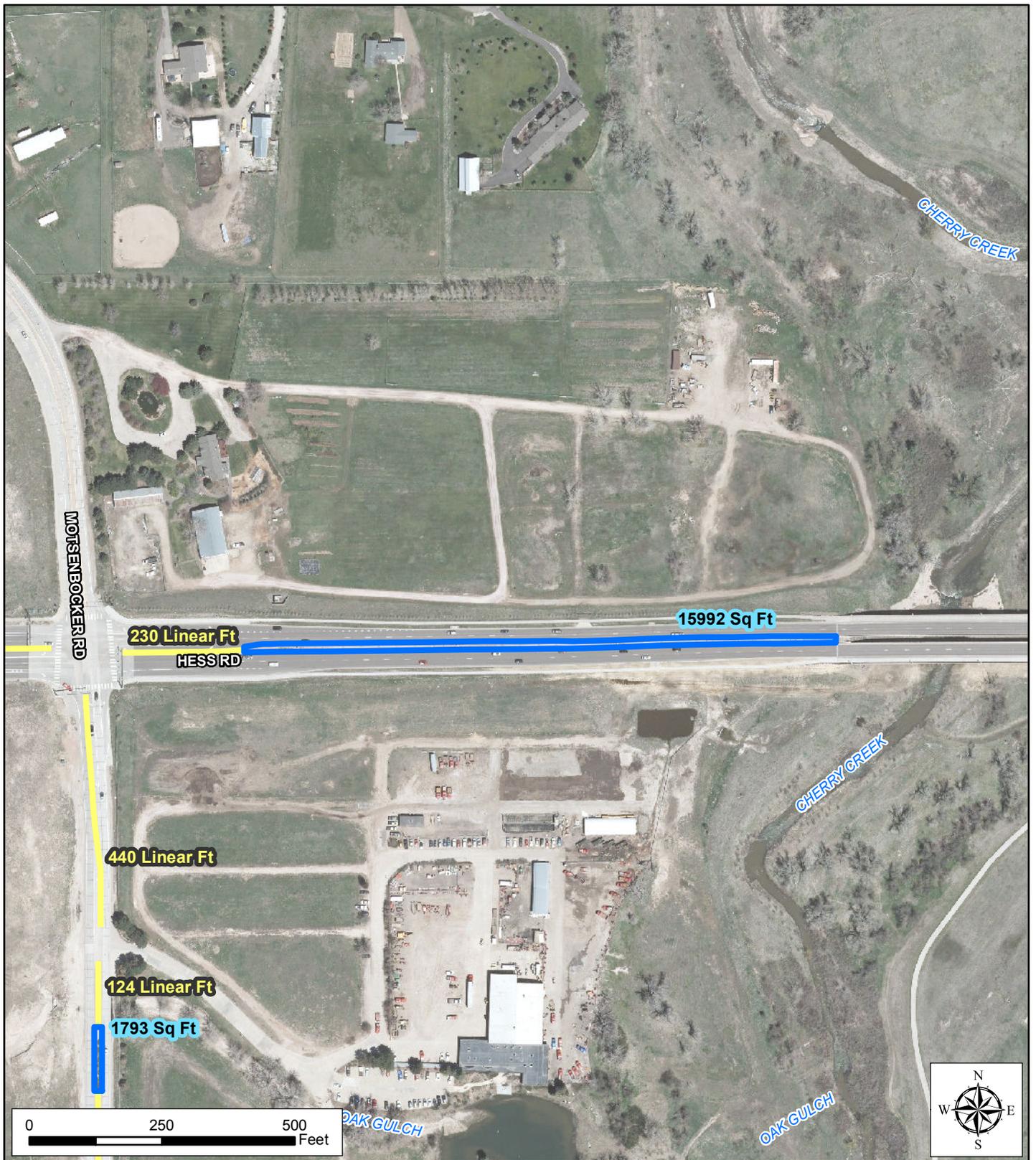
Hess Rd - Tammy Ln to Pardee St



- Landscaped Median with Area in Square Feet
- Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

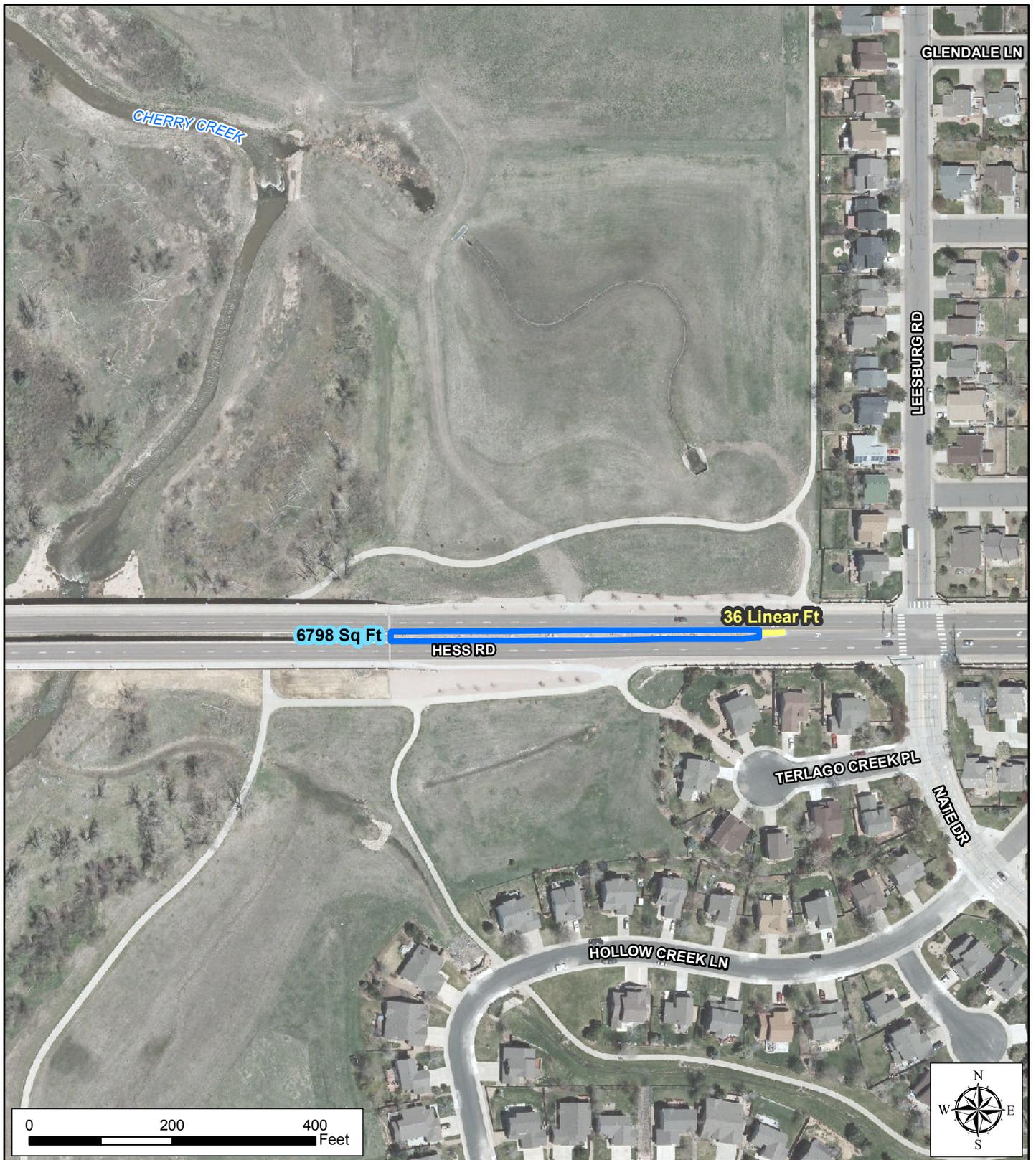
Hess Rd - Pardee St to Motsenbocker Rd



Landscaped Median with Area in Square Feet
 Hardscaped Median with Measurement in Linear Feet

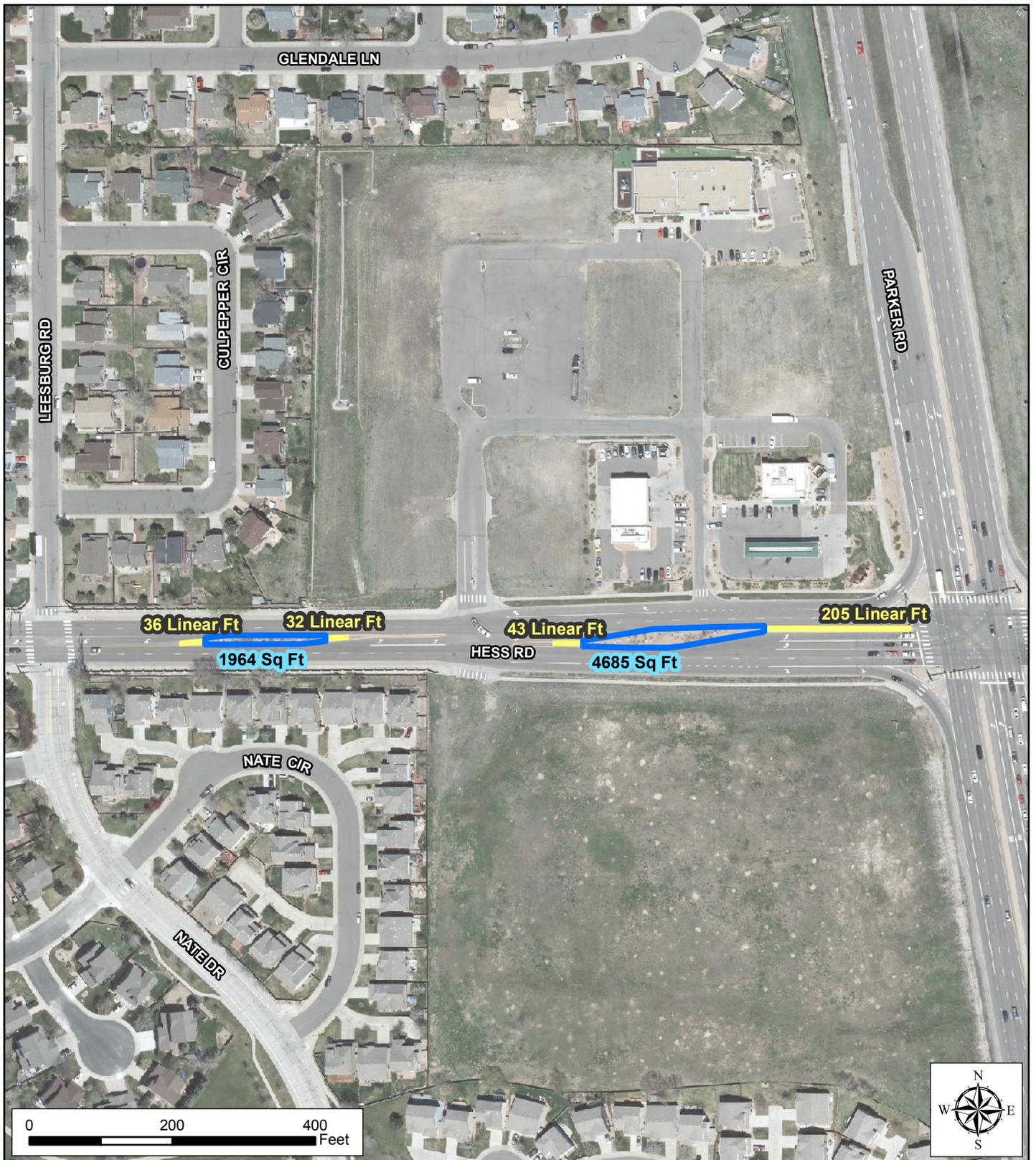
Parks Department Median Responsibilities

Hess Rd - Molsenbocker Rd to Cherry Creek



Parks Department Median Responsibilities

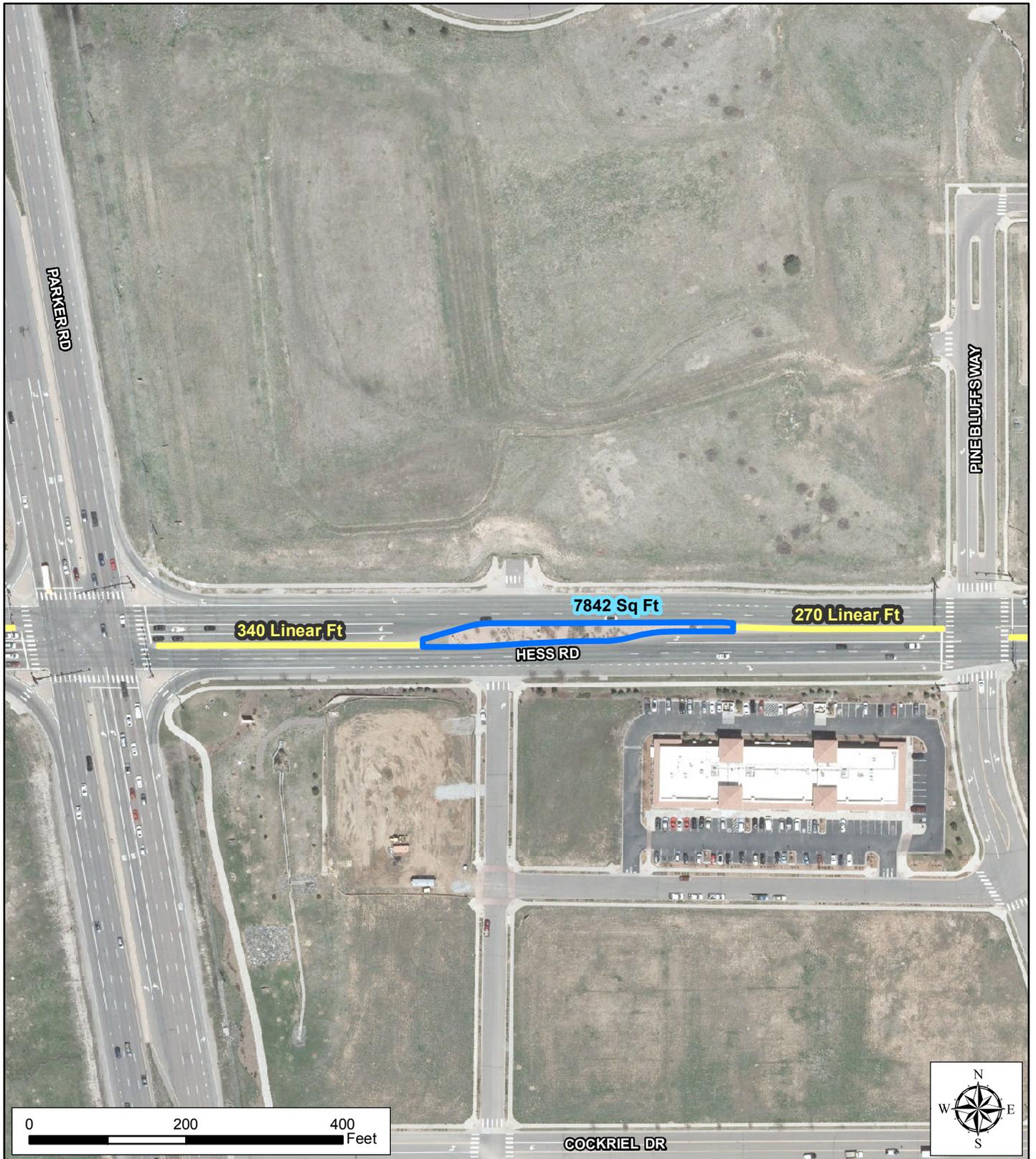
Hess Rd - Cherry Creek to Leesburg Rd



 Landscaped Median with Area in Square Feet
 Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

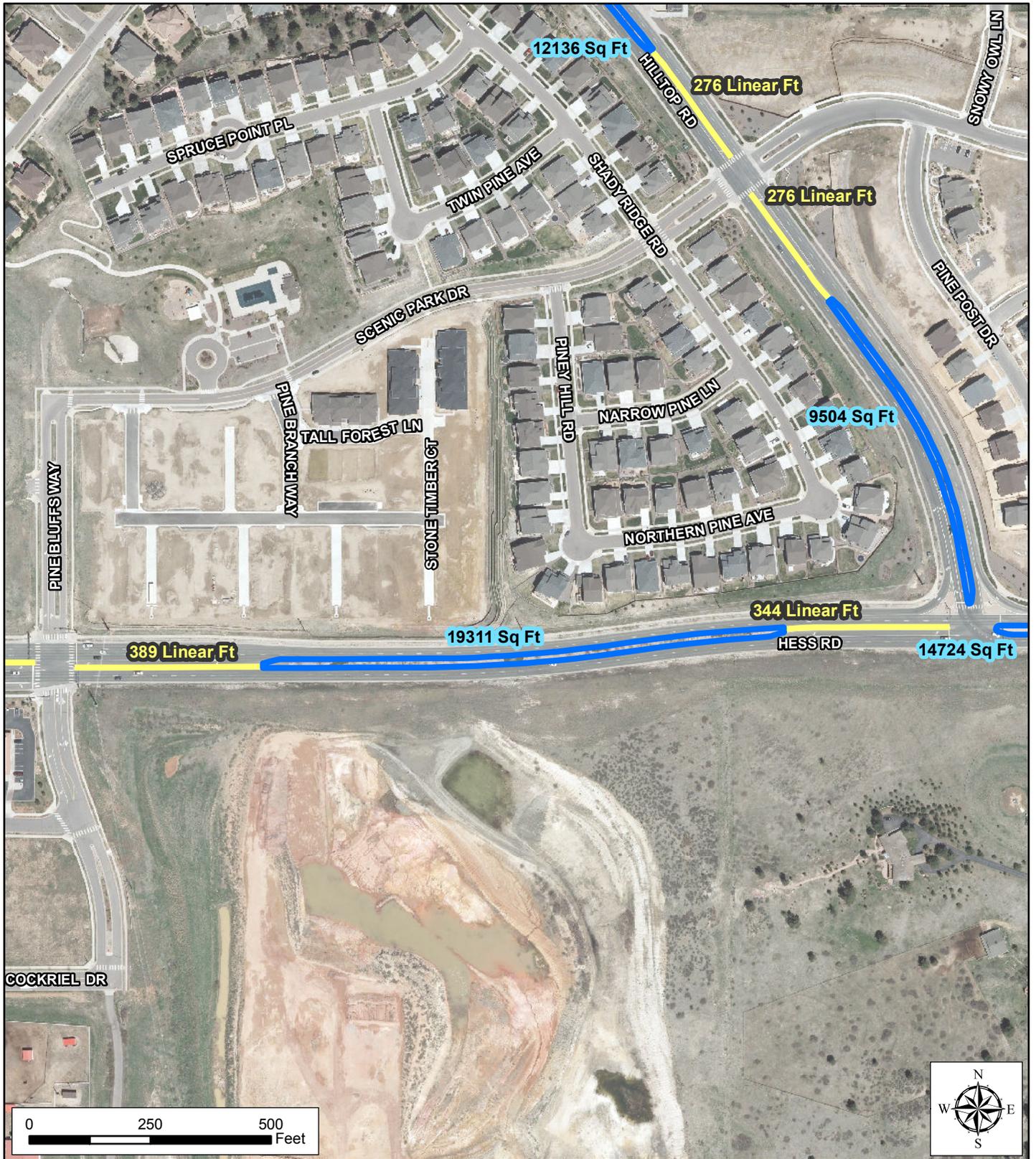
Hess Rd - Leesburg Rd to Parker Rd



 Landscaped Median with Area in Square Feet
 Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

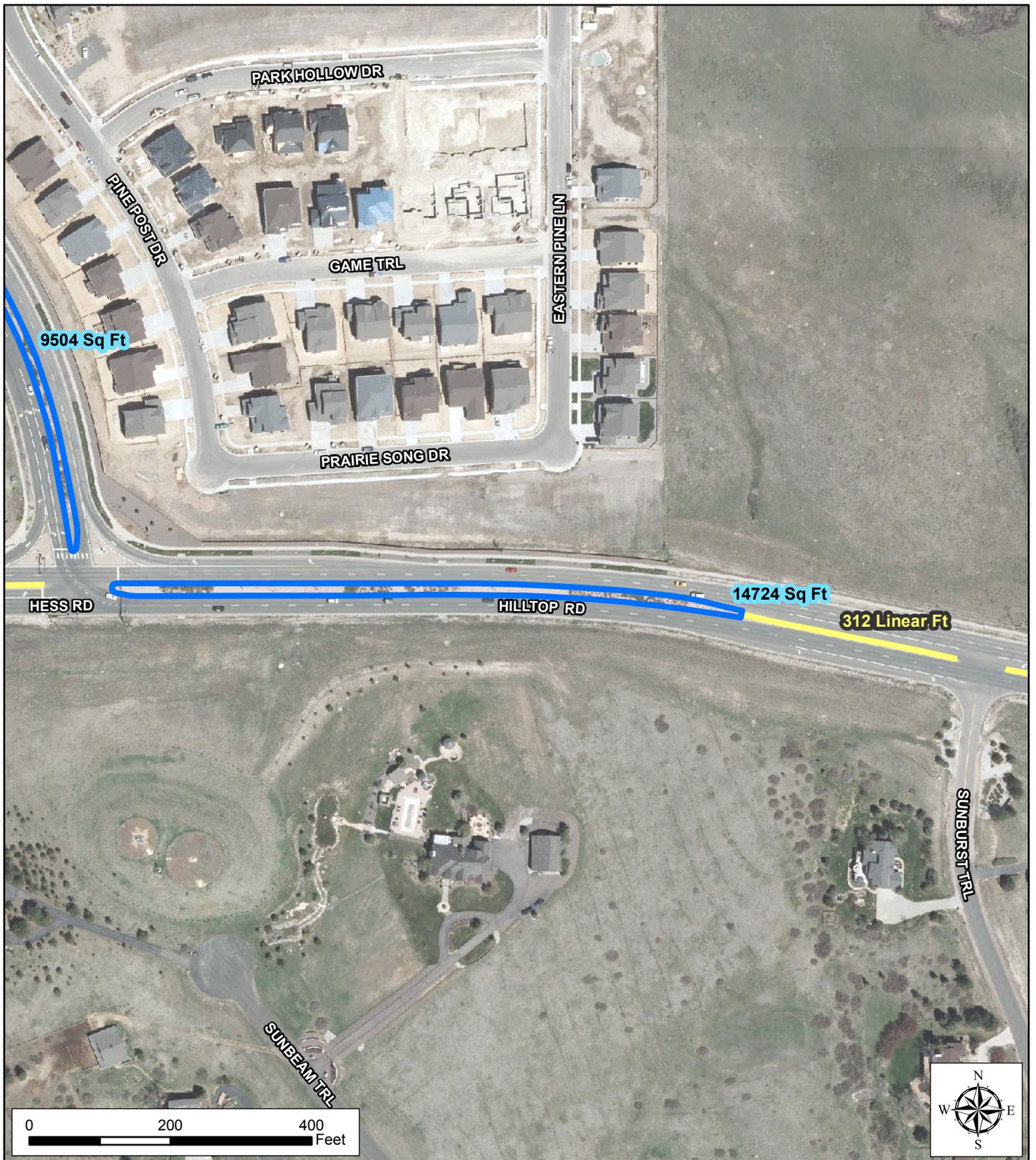
Hess Rd - Parker Rd to Pine Bluffs Way



 Landscaped Median with Area in Square Feet
 Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

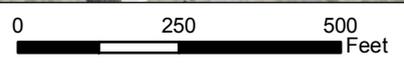
Hess Rd - Pine Bluffs Way to Hilltop Rd



	Landscaped Median with Area in Square Feet
	Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

Hilltop Rd - Hess Rd to Sunburst Trl



 Landscaped Median with Area in Square Feet
 Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

Hilltop Rd - Sunburst Trl to Private Driveway



	Landscaped Median with Area in Square Feet
	Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

Hilltop Rd - Private Driveway to Canterbury Pkwy



 Landscaped Median with Area in Square Feet
 Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

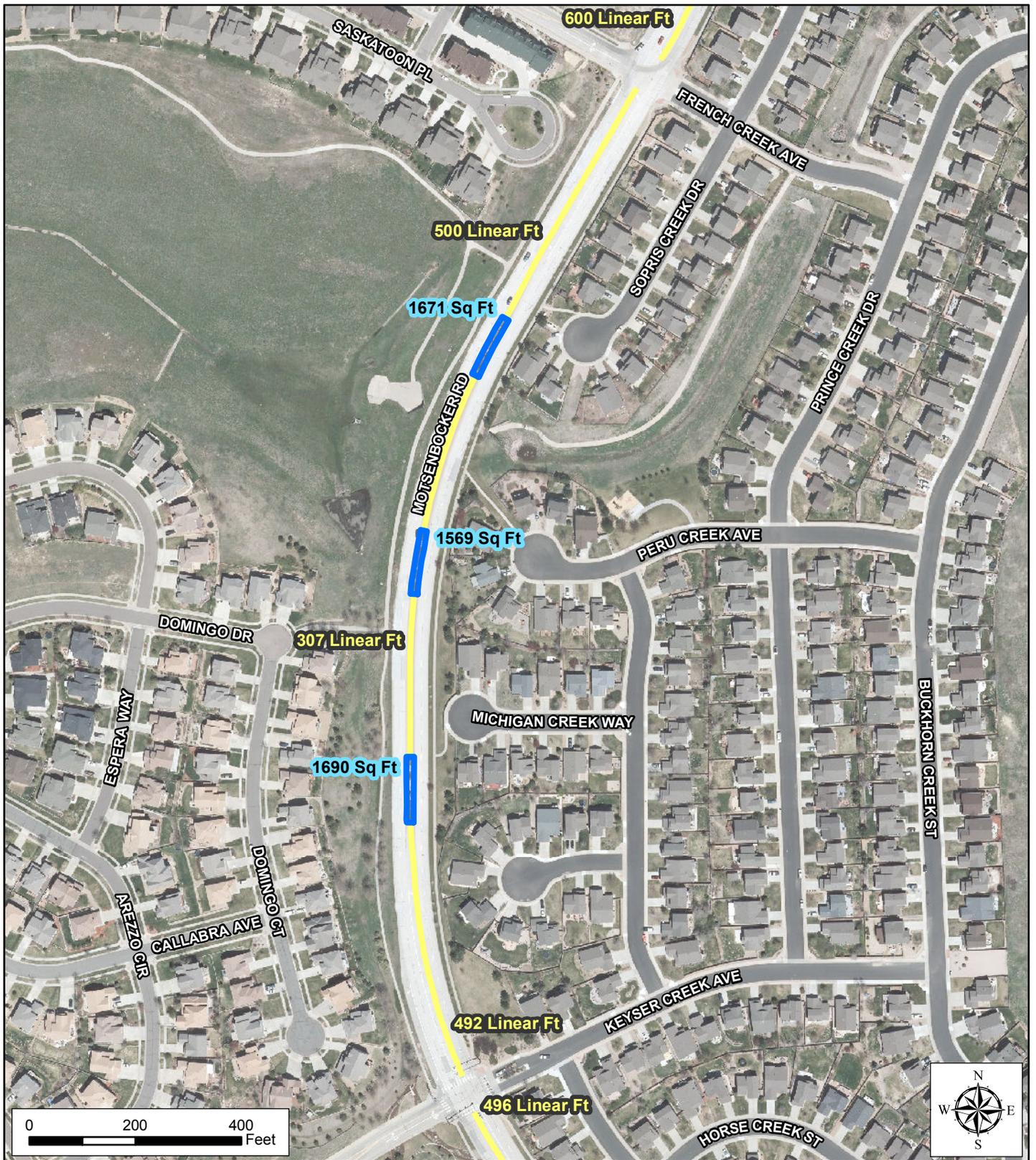
Hilltop Rd - Canterbury Pkwy to Legend H.S. Driveway



 Landscaped Median with Area in Square Feet
 Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

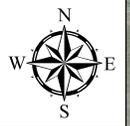
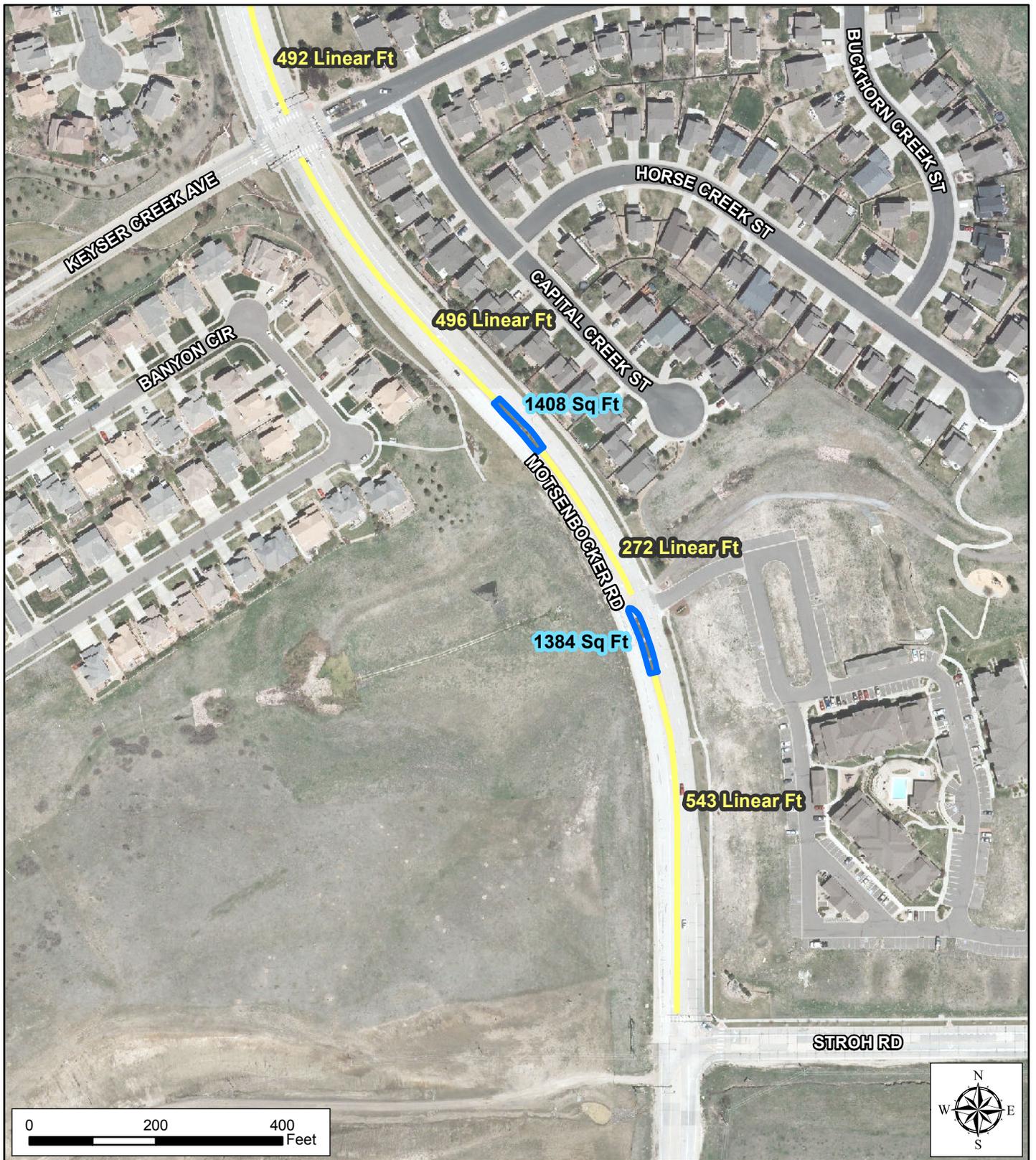
Motsenbocker Rd - Hess Rd to French Creek Ave



 Landscaped Median with Area in Square Feet
 Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

Molsenbocker Rd - French Creek to Keyser Creek Ave



 Landscaped Median with Area in Square Feet
 Hardscaped Median with Measurement in Linear Feet

Parks Department Median Responsibilities

Motsenbocker Rd - Keyser Creek Ave to Stroh Rd