



CITY OF BOULDER, COLORADO
REQUEST FOR PROPOSAL

RFP NO. 11-2010
Mowing & Landscape Services

ISSUE DATE: April 27, 2010

DUE DATE: May 10, 2010 10:00 a.m.

CONTACT:

**Peter Rosato: Transportation/Utilities Supervisor
303 413-7116**

Rosatop@bouldercolorado.gov

Table of Contents

Table of Contents

ADVERTISEMENT 3

PART 1: GENERAL RFP INFORMATION 4

 GENERAL TERMS AND CONDITIONS 3

 PROJECT CONTACT INFORMATION..... 4

PART 2: REQUIRED PROPOSAL RESPONSE5

 BID MATERIALS 5

 REQUIRED BID CONTENT 5

 FORM 1: BID FORM..... 7

 FORM 2: SIGNATURE PAGE 11

 FORM 3: REFERENCES 12

 FORM 4: ACCEPTANCE OF TERMS AND CONDITIONS 13

APPENDIX 1 Sample Services Contract 14

**CITY OF BOULDER, COLORADO
REQUEST FOR PROPOSAL
BID NO. 11-2010**

Mowing & Landscape Services

Issued: April 27, 2010

The City of Boulder, Colorado is seeking bids from qualified vendors for mowing & landscape services.

In accordance with the specifications of the Bid, sealed proposals will be received in the office of the purchasing coordinator until 10:00 A.M. Mountain Time, May 10, 2010. Late proposals will not be considered.

The Bid is available for download and inspection on the city's web site at:

www.bouldercolorado.gov/purchasing

Sealed proposals shall be plainly marked 'Bid No. 11-2010, **Mowing & Landscape Services**, 10:00 A.M., May 10, 2010'. Proposals can be mailed to:

Calder Grey
City of Boulder – Purchasing Division
P.O. Box 791
Boulder, Colorado 80306-0791

Hand delivered bids must be delivered to the office of the Purchasing Coordinator, 1777 Broadway, Boulder, Colorado 80302

Bids shall be prepared at the bidder's expense and becomes a city record and therefore a public record.

The services upon which proposals are submitted shall equal or exceed the specifications outlined in the bid. Preference is hereby given to labor, materials, supplies or provisions produced, manufactured or grown in Colorado, quality and price being equal to articles or services offered by competitors outside the State of Colorado.

The lowest responsible and best bid shall be accepted; provided, however, that the city, acting through its duly authorized representatives, shall have the right to reject any and all proposals and waive any informality or irregularity contained in said proposal.

City of Boulder, Colorado
A Municipal Corporation

By: _____
For the Director of Finance and Record
Ex-officio City Clerk

PART 1: GENERAL INFORMATION

GENERAL TERMS & CONDITIONS

1. It is the responsibility of each business or person submitting a bid to examine the drawings, specifications, delivery schedules, instructions, etc., and to insure that their proposal arrives in the Purchasing Office of the City of Boulder, Colorado prior to the time indicated in the bid. Make your own copies of the bid for your own records, if needed. A signed purchase order and/or a signed contract furnished to the successful bidder will result in a binding contract without further action by either party.
2. The City of Boulder, Colorado reserves the right to reject any or all bids or any portion thereof. The City also reserves the right to ascertain which products or services best meet its needs and requirements. Price, delivery, quality and service will be considered.
3. The City of Boulder, Colorado reserves the right to waive any and all formalities or irregularities and to reject any item or service not meeting its requirements and to re-negotiate with the successful bidder if necessary.
4. The City of Boulder, Colorado, may not necessarily accept the low bid, and will exercise its legal obligation and right to ascertain which products or services best meet its needs and requirements or which will be most advantageous to the City of Boulder, Colorado. Price and other factors shall be considered.
5. The Purchasing Division of the City of Boulder, Colorado, may require information to determine if there is financial stability, quality control in manufacturing, qualified professional staff, necessary manufacturing facilities, and business organization, in the City's opinion, to conduct proper business with the City of Boulder, Colorado.
6. All prices shall be quoted F.O.B. Destination, Boulder, Colorado; completely operable, installed and in complete working order where applicable.
7. Bidders shall furnish all brochures, warranties, catalogs, or technical data sheets, where applicable. The Items upon which bids are submitted shall equal or exceed the attached minimum specifications.
8. Each bidder shall furnish the information required. When requested, the unit price for each item must be shown; a total for each item bid must be entered, and in case of error in extension, unit price prevails.
9. The City of Boulder, Colorado reserves the right to reject or accept any portion of a bid or of all items bid if deemed in the best interest of the City of Boulder, Colorado to do so. If you are bidding on an "ALL OR NOTHING" basis you must state so clearly on your bid. The City may award multiple contracts as a result of this bid.

10. If a City employee, his/her spouse or a close relative has a substantial interest in or is an affiliate in a firm that wishes to conduct business with the City of Boulder, Colorado, they must first give notice in writing to the City Purchasing Coordinator of that interest. The notice will be forwarded to the City Manager to determine whether or not it is permissible for the City to allow that individual or firm to participate in bidding and receive award. For further information see Ordinance No. 4677, Section 2-7-1 through 2-7-7, B.R.C.

PROJECT CONTACT INFORMATION

Upon release of this Bid, all communications concerning the overall Bid should be directed to the Project Manager listed below. Unauthorized contact regarding this Bid with other city employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the city. Bidders should rely only on written statements issued by the Project Manager.

Name: Project Manager
Peter Rosato Transportation/Utilities Supervisor

Address: City of Boulder
P.O. Box 791
1777 Broadway
Boulder, Colorado 80306

Telephone: 303 413-7116

E-mail: RosatoP@bouldercolorado.gov

PART 11: Required Bid Response

BID MATERIALS (ENVIRONMENTAL PURCHASING POLICY)

For purposes of review and in the interest of the City's Sustainable Paper Use Policy and sustainable business practices in general, the City encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Firms are encouraged to print/copy on both sides of a single sheet of paper wherever applicable (if sheets are printed on both sides, it is considered to be two pages). Color is acceptable, but content should not be lost by black-and-white printing or copying.

REQUIRED BID CONTENT

To be considered, all bids shall:

- Be addressed and delivered in accordance with the instructions in the Notice of Call for Bids included in this document.
- Use the Bid Form included in this document (when provided).
- Complete Form 1: Bid Form
- Complete Form 2: Signature Page
- Completed W-9 Form
- Complete Form 3: References
- Complete Form 4: Acceptance of Terms and Conditions

FORM 1: BID FORM

SPECIAL CONDITIONS

ITEMS 1-34:

- 1.) All areas listed are to be mowed to a height of no shorter than three (3) inches and no longer than five (5) inches.
- 2.) All areas listed are to be mowed every other week, or as agreed upon in contract.
- 3.) Item #35, Foothills Parkway CO 157, from exit off of US-36 to Baseline. Both sides of berm, front and back and center median are to be mowed every other week.
- 4.) All areas listed are to be cleaned of all trash, mowed, trimmed along curb, around trees shrubs and flower beds.
Sidewalks and concrete surfaces are to be swept or blown clean towards vegetated area.
- 5.) Picking up grass clippings is not necessary unless clumps of grass are left on the turf.
If clumps of grass are present they shall be raked or blown to disperse.
Mulching blades shall be used on all mowers.
- 6.) The contract period for mowing shall start upon request of the Median Maintenance Supervisor and continue until end of growing season.
End of growing season will be determined by the Median Maintenance Supervisor for the City of Boulder.
- 7.) It will be the responsibility of the successful bidder to give the Median Maintenance Supervisor a monthly mowing schedule and to notify the City of any changes twenty-four hours in advance.
- 8.) The successful bidder shall become familiar with each areas irrigation system and layout.
All irrigation damage caused by the successful bidder shall be repaired by the City of Boulder staff at the City's current labor rate plus materials.
Any charges due to negligence will be deducted from the successful bidders invoice.

ITEMS 38 and 39:

- 1.) These areas are too severe in grade to be cut with standard mowers and must be bid using hand weed eaters or similar devices.
- 2.) Generally, the areas listed will require to be cut four to six, (4-6), times per year.
- 3.) The total cost for items 38 and 39 must be the cost for each time the service is performed and completed.
- 4.) The Median Maintenance Supervisor shall inform the successful bidder as to when this service is needed. The successful bidder will be expected to perform either items #38 or 39. within five (5) working days after notice is given.
- 5.) These areas listed shall be cut to a height of approximately four (4) inches.

Please read above special condition section carefully before filling in bid cost

ITEM	Estimated Qty	Description	Unit Price
1.)	0.33 acres	Greenbriar medians from Broadway to entrance of Fairview High School	\$ _____
2.)	0.03 acres	Median at Table Mesa West of Broadway	\$ _____
3.)	0.64 acres	Broadway medians from Table Mesa to Baseline	\$ _____
4.)	0.02 acres	Grass between Broadway and sidewalk from Baseline north to underpass	\$ _____
5.)	0.10 acres	Planted barrier between Broadway and Harvard from Table Mesa to Dartmouth	\$ _____
6.)	0.12 acres	Planted barrier between Broadway and Sunnyside from Bluebell to Columbine	\$ _____
7.)	0.15 acres	Planted barrier between Broadway and Lashley from S. 36th to Eastman	\$ _____
8.)	0.34 acres	Planted barrier between Broadway and Lashley from S. 31st to S. 27th	\$ _____
9.)	0.32 acres	27th Way Mini-Park between 27th Way and Elm	\$ _____
10.)	0.93 acres	Baseline medians from 55th to Broadway	\$ _____
11.)	2.07 acres	Right of Way strip on North side of Baseline from Parkway to 30th St.	\$ _____
12.)	0.35 acres	Turf from curb to sidewalk, South side of Baseline 30th to Laguna	\$ _____
13.)	0.35 acres	North side of Baseline from Inca to Foothills	\$ _____
14.)	1.08 acres	Inca medians from Baseline to Apache	\$ _____
15.)	0.77 acres	Caddo medians from Mohawk to Erie Dr.	\$ _____
16.)	2.47 acres	Foothills Parkway from Baseline to Colorado, both sides of west wall	\$ _____
17.)	1.14 acres	Foothills median from Baseline to Colorado Ave.	\$ _____
18.)	0.06 acres	Street closure at 21st and Goss	\$ _____
19.)	0.06 acres	Street closure at 23rd and Grove	\$ _____
20.)	0.06 acres	Street closure at 23rd and Goss	\$ _____
21.)	0.06 acres	Street closure at 21st and Grove	\$ _____
22.)	0.25 acres	Mini-Park at Merrit Drive and Johnson St.	\$ _____
23.)	0.09 acres	Mini-Park at 19th and Grove	\$ _____

24.)	0.09 acres	Mini-Park at 18th and Grove	\$ _____
25.)	0.66 acres	Canyon medians from Pearl to 21st St.	\$ _____
26.)	0.11 acres	South west corner of 9th and University	\$ _____
27.)	0.14 acres	North east corner of 9th and University	\$ _____
28.)	0.06 acres	South east corner of 9th and University	\$ _____
29.)	0.96 acres	Mapleton medians from 4th to 9th	\$ _____
30.)	0.12 acres	Mini-Park at Walnut and 19th	\$ _____
31.)	0.17 acres	Mini-Park at Walnut and 22nd	\$ _____
32.)	0.14 acres	West Pearl medians from 7th to 3rd	\$ _____
33.)	0.15 acres	Mini-Park at 48th and Eisenhower	\$ _____
34.)	0.5 acres	North east corner of Baseline and Foothills: back of berm to Hickory St., flat area only	\$ _____

TOTAL FOR ITEMS 1-34: \$

EXTRA MOWING AREAS: (See Special Conditions before bidding)

ITEM	Estimated Qty	Description	Unit Price
35.)	38.20 acres	Foothills Parkway from west exit off of US-36 to Baseline, both sides of Foothills and center media	\$ _____
36.)	0.05 acres	Cost for additional mowing and weedeating of this amount of acreage each time	\$ _____
37.)	0.50 acres	Cost for additional mowing and weedeating of this amount of acreage each time	\$ _____

TOTAL FOR ITEMS 35-37: \$

The following are areas to be cut approximately five (5) times per year:

ITEM	Estimated Qty	Description	Unit Price
38.)	4.36 acres	The cost per time the grass is cut on both sides of East berm of Foothills Parkway from Baseline to north pedestrian overpass, just south of Colorado	\$ _____
39.)	Each Time	The cost per time the grass is cut on bank at north east corner of Valmont and 47th St, from ditch on Valmont to Edison, from fence line to curb.	\$ _____

TOTAL FOR ITEMS 38-39: \$

Non-irrigated Native Grass Mowing: Areas to be mowed on an as-needed basis

ITEM	Estimated Qty	Description	Unit Price
1.)	0.25 acres	Center median on Iris from 28th to 30th Street	\$ _____
2.)	1.0 acres	Center median on Foothills Parkway from Valmor to Arapahoe Avenue	\$ _____
3.)	1.25 acres	Right of way strips on 63rd St. from Nautilus Way to Diagonal Highway 119, east side of 63rd St.	\$ _____
4.)	0.75 acres	Right of way strips on 63rd St. from Habitat Drive to Diagonal Highway 119, west side of 63rd Avenue	\$ _____
5.)	1.0 acres	Center medians on 63rd St. from Diagonal Highway to Habitat Drive	\$ _____
6.)	0.35 acres	Center median on 63rd St. N. of Diagonal Highway	\$ _____
7.)	2.0 acres	Right of way strips on south Broadway/Lashley Lane from Table Mesa to Grinnell Ave., east side of Broadway	\$ _____
8.)	1.75 acres	Center medians on Colorado Ave. from 30th St. east to Foothills Parkway	\$ _____
9.)	0.45 acres	Center median on Foothills Parkway from Arapahoe to Colorado	\$ _____
10.)	0.35 acres	Right of way strip on north side of Pearl St. from Frontier Ave. west to RR tracks	\$ _____
11.)	0.75 acres	Detention pond on north west corner of Linden Avenue and Wonderland Hill Ave.	\$ _____
12.)	0.35 acres	Right of way strip/storm swale on west side of Broadway from Quince to Poplar Ave.	\$ _____

TOTAL FOR ITEMS 1-12: \$

FORM 2: SIGNATURE PAGE

Having examined and understood the terms, conditions and specifications, and being familiar with the general nature of this request, the following is hereby proposed for consideration and evaluation: (enclosed on the attached sheets). Please use Company Name as submitted to the IRS.

Company Name: _____

Address: _____

Invoicing or Remit to Address (if different From above address) _____

Tax Identification Number _____

It is imperative that the Business and/or Vendor Name (surname for an individual) and TIN number combination (Employer Identification Number for a Business or Social Security Number for an individual) match exactly.

Signed by: _____
Please Sign

Date

Title

Phone Number

Print Name

Fax Number

Email

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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, 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 the instructions below and the separate Instructions for the Requester of Form W-9.

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

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” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required 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” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

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.

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

The following payees 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, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

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

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

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 www.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, 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 domestic 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, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 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 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.

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.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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 personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

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)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

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 second 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. 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.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

FORM 3: REFERENCES

Please provide a minimum of three (3) references in the space provided below relevant to the work experience requested in this bid. Include a description of the work performed or any pertinent information that may demonstrate sufficient experience for the work requested in this bid:

Reference Name	Phone	Email

Reference Name	Phone	Email

Reference Name	Phone	Email

FORM 4: ACCEPTANCE OF TERMS AND CONDITIONS

[Use this form to indicate exceptions that your firm takes to any terms and conditions listed in the Sample Services Contract attached to this bid as Appendix 1. Proposals which take exception to the specifications, terms, or conditions of this bid or offer substitutions shall explicitly state the exception(s), reasons(s) therefore, and language substitute(s) (if any) in this section of the proposal response. Failure to take exception(s) shall mean that the proposer accepts the conditions, terms, and specifications of the bid. Certain exceptions may cause the bid to be rejected as non-responsive.

If your firm takes no exception to the specifications, terms, and conditions of this RFP, please indicate so.

List exceptions here:

Signed,

By: _____

Title

Date

For: _____

APPENDIX 1

SAMPLE SERVICES CONTRACT

THIS CONTRACT made and entered into this ____ day of _____, 20__, by and between the CITY OF BOULDER, hereinafter referred to as the "City," and _____, hereinafter referred to as the "Contractor."

RECITALS:

WHEREAS, the City is desirous of contracting with one company for _____ for the period from _____ to _____, inclusive; and

WHEREAS, the Contractor has submitted the best bid for said _____.

NOW, THEREFORE, in consideration of the terms, conditions and covenants herein stated, the parties agree as follows:

1. The City agrees to use the Contractor's services in connection with _____ needed and required by it during the period from _____ to _____, inclusive, and the Contractor covenants and agrees to provide said services as required and requested by the City during said period.

2. It is agreed that the request for bids, the specifications, and the Contractor's proposal, copies of which are hereto attached, are hereby made a part of this Contract, and each of the parties hereto agrees to carry out and perform all of the provisions of said documents upon its part to be performed. In the event of conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- A) The Contract;
- B) The request for bids and specifications; and
- C) The Contractor's proposal.

3. City agrees to pay for said services and materials the prices as set forth in the Contractors proposal.

4. Payment by the City shall be made upon receipt of invoices from the Contractor, which shall be subject to verification as to the cost of materials used, and the time spent in performance of the services. The City shall not be liable for payment for services or materials which do not conform to the Contract documents.

5. The work to be done under this Contract and under the specifications above referred to shall include the furnishings of all materials, labor and equipment therefor.

6. The Contractor agrees that it shall perform all said services and supply the necessary materials to the entire satisfaction of the director of the department requesting said work. All material used and all labor performed shall be subject to the inspection and approval or rejection of the director of the department requesting said work, or his or her authorized agent.

7. The City hereby reserves the right to decide all questions arising as to the proper performance of said services, and as to the quality of the materials used. In the event that the City shall determine that the services

are not being performed in accordance with the terms of this Contract, or, if the services be wholly, or in part, negligently, or improperly performed, then written notice of such defect or defects shall be given to the Contractor.

In the event that such defect or defects are not remedied within a reasonable time from the date notice is given, the City may, at its option, declare the Contractor to be in default, either as to the particular work performed and declared to be defective, or as to the entire Contract. In the event the City should declare the Contract to be in default only as to the particular work performed and declared defective, then the City may relet such portion and the costs incurred in consequence of such default may be applied in payment of any money due and owing to the Contractor. If there shall not be a sufficient sum due from the City, then in such case, the costs incurred shall be a just claim against the Contractor and shall be recoverable in any court of competent jurisdiction.

In the event that a default is declared as to work performed and declared defective, it is agreed and understood that such declaration of default shall not in any way relieve the Contractor from any liability for non-performance of the covenants and agreements of this Contract, but the same shall be and remain valid and binding obligations against the Contractor. As to work not declared to be in default, Contractor agrees to complete the same under the terms of this Contract.

8. Contractor agrees to procure and maintain in force during the terms of this Agreement, at its own cost, the following minimum coverages:

A. Workers' Compensation and Employers' Liability

- a) State of Colorado: Statutory
- b) Applicable Federal: Statutory
- c) Employer's Liability: \$100,000 Each Accident
\$500,000 Disease-Policy Limit
\$100,000 Disease-Each Employee
- d) Waiver of Subrogation

B. Commercial General Liability

- i. Bodily Injury & Property Damage General Aggregate Limit \$1,000,000
- ii. Personal & Advertising Injury Limit \$1,000,000
- iii. Each Occurrence Limit \$1,000,000

The policy shall be on an Occurrence Form and include the following coverages: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

C. Commercial Automobile Liability Limits

- a) Bodily Injury & Property Damage Combined Single Limit \$1,000,000
- b) Medical Payments per person \$ 5,000
- c) Uninsured/Underinsured Motorist \$ 100,000

Coverage is to be provided on Business Auto, Garage, or Truckers form. Coverage provided should be at least as broad as found in ISO form CA0001 (BAP), CA0005 (Garage) or CA0012 (Trucker) including coverage for owned, non-owned, & hired autos.

Prior to the execution of this Contract by the City, the Contractor shall forward Certificates of Insurance to Purchasing. The insurance required shall be procured and maintained in full force and effect for the duration of the Contract. Certificate Holder shall be the City of Boulder at 1777 Broadway, P.O. Box 791, Boulder, CO 80306.

All insurance policies (except Workers Compensation) shall include City of Boulder and its elected officials and employees as additional insureds as their interests may appear. The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto Liability.

The City requires that all policies of insurance be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the City.

The City of Boulder reserves the right to reject any insurer it deems not financially acceptable by insurance industry standards. Property and Liability Insurance Companies shall be licensed to do business in Colorado and shall have an AM Best rating of not less than A- VI.

Certificates of insurance on all policies shall give the City of Boulder written notice of not less than thirty (30) days prior to cancellation or change in coverage.

9. The Contractor agrees to indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons arising from its performance of this Contract, including property and employees or agents of the City and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions or proceedings of any kind or nature, including without limitation Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the Contractor's operations in connection with this Contract, including operations of sub-contractors and acts or admissions of employees or agents of the Contractor or its sub-contractor.

10. Notwithstanding any other provision of this Contract to the contrary, no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the City, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended.

11. The relationship between the Contractor and the City is that of an independent contractor. The Contractor shall supply all personnel, equipment, materials and supplies at its own expense, except as specifically set forth herein. The Contractor shall not be deemed to be, nor shall it represent itself as, an employee, partner, or joint venturer of the City. No employee or officer of the City shall supervise the Contractor. **The Contractor is not entitled to worker's compensation benefits and is obligated to directly pay federal and state income tax on money earned under this Contract.**

12. The Contractor agrees that it will not cause or permit any claims in the nature of mechanic's liens for materials or labor placed or used under the terms of this Contract to be filed or served upon the City; and the Contractor hereby guarantees to indemnify and save harmless the City against any and all such claims for liens which may be filed or asserted against any of the work done hereunder.

13. The City agrees that the Contractor shall not be liable for any delay or non-performance due to the failure of the source of supply from which the Contractor obtains the materials to make delivery, or due to delays in transportation, labor strikes, floods, fires, acts of God, or to the acts or regulations of any governmental entity or any branch or agency thereof. The Contractor however, shall not be excused from liability for delays or non-performance caused by events or conditions within its control, nor for delays or non-performance which it could have foreseen and avoided, prevented or significantly ameliorated by exercising reasonable prudence or diligence, nor for any delays or non-performance caused in whole or in part by the Contractor itself.

14. In the event of delay or non-performance by the Contractor for any reasons set forth in paragraph 13 of this Contract, or for any other reason, the City shall be free to obtain said services from other sources without incurring liability or damages to the Contractor therefor.

15. The Contractor shall not assign this Contract without the written consent of the City, which it may withhold at its sole discretion.

16. This Contract shall be subject to the provisions of the Charter, Municipal Code and Ordinances of the City of Boulder.

17. This Contract may be terminated by either party if it has been materially breached by the other party and proper notification is tendered. Notification of intent to terminate this Contract shall be given in writing thirty (30) days prior to the date of termination.

18. The City reserves the right to extend the Contract for additional one year terms, and may grant up to four one year extensions if mutually agreeable by both parties and conditions remain constant. Contract renewals shall be in writing and signed by both parties.

19. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the City and the Contractor that any such party or entity, other than the City or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

20. The waiver of any breach of a term, provision, or requirement of this Contract shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

21. This Contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved by the City pursuant to City rules.

22. The Contractor certifies that the Contractor shall comply with the provisions of section 8-17.5-101 et seq., C.R.S. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

The Contractor represents, warrants, and agrees (i) that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this contract through participation in either the E-Verify or the Department Program; (ii) that the Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while the public contract for services is being performed; and (iii) if the Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the contractor shall be required to:

- a) Notify the subcontractor and the contracting state agency or political subdivision within three days that the contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to 8-17.5-102(2)(b)(III)(A) the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Contractor further agrees that it shall comply with all reasonable requests made in the course of an investigation under section 8-17.5-102(5), C.R.S. by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or section 8-17.5-101 et seq., C.R.S. the City may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the City.

23. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution, Article X, Section 20. Notwithstanding any other provision of this Agreement, the City's obligations under this Agreement are subject to annual appropriation by the City Council of the City. Any failure of a City Council annually to appropriate adequate monies to finance the City's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to the Contractor of any failure to appropriate such adequate monies.

24. Contractor warrants that the individual executing this Contract is properly authorized to bind the Contractor to this Contract.

IN WITNESS WHEREOF, the parties hereto have signed this Contract effective as of the day and year first written above.

CONTRACTOR

By: _____

Title: _____

STATE OF COLORADO)

) ss.

COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me, a notary public, this _____ day of _____, 20____, by _____, as _____.

Witness my hand and official seal.

My commission expires:

(SEAL)

Notary Public

CITY OF BOULDER

ATTEST:

City Manager

City Clerk on behalf of the
Director of Finance and Record

APPROVED AS TO FORM:

City Attorney's Office