

SOLICITATION GENERAL TERMS AND CONDITIONS

Submitters are required to submit their Responses in accordance with the following expressed conditions;

1. APPLICABILITY:

These General Terms and Conditions apply, but are not limited, to all Submissions , Proposals, Qualifications, and Quotations (hereinafter referred to as “Response”) made to The City of Brighton (hereinafter referred to as " The City") by all prospective Bidders, Proposers, Firms, Companies, Publishers, Consultants, or Suppliers (herein after referred to as “Submitter” or “Submitters”) in response, but not limited, to all Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as “Solicitation” or “Solicitations”).

2. PLANS, SPECIFICATIONS, AND ADDENDA:

2.1. All documents related to this RFP, such as copies of plans and specifications, will be posted on BidNet at: <https://www.Bidnetdirect.com/colorado/city-of-brighton> and interested parties must register with this service to receive these documents.

2.2. Any explanation regarding the meaning or interpretation of contract drawings, specifications, or other contract documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time specified for the opening of the Proposals. Any such explanations or interpretations shall be made in the form of addenda to the documents and shall be furnished to all Firms who shall submit acknowledgment of all addenda with their Proposals. Whenever addenda are required, Proposers must acknowledged individually on the Proposal form in the appropriate space so designated, failure to do so may result in a response deemed unresponsive or less responsible. Oral explanations and interpretations made prior to the Proposal opening are not binding. It shall be the responsibility of each Proposers to verify and acknowledge that every addendum has been received prior to submitting its Proposal. The City assumes no responsibility for failure of any computer software or telephone equipment, either within its facilities or from outside causes. All released addendum will be posted to BidNet.

3. LAST DAY FOR INQUIRIES:

All questions must be submitted in writing via BidNet or email. No verbal voice messages will be accepted. The subject line of all emailed shall read “[RFP Title] [RFP Number] – Questions” in order to be processed.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

4. CONTENTS OF RESPONSES:

- 4.1. Submitters 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 Submitter of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of The City or the compensation to the Submitter.
- 4.2. Submitters are advised that all City Solicitations and Contracts are subject to all requirements contained in The City's Procurement & Contract Division's Policies and City Code. When conflicts occur, the decision will be made in the best interest of The City.
- 4.3. Federally funded projects (in whole or in part) shall be handled within the laws, rules, and regulations as promulgated by the United States Government, which includes Public Law <http://uscode.house.gov>; Code of Federal Regulations (CFR) codification of the general and permanent rules and regulations <https://www.ecfr.gov>, but is not limited to: Title 2: Grants and Contracts: Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F Appendix II and Uniform Grant Guidance as amended.
- 4.4. Submitters are required to state exactly what they intend to furnish to The City in their Response and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in a Submitter's Bid, it shall be construed that the Submitter's Response fully complies with all conditions identified in this Solicitation.
5. The City intends and expects that the Contracting processes of The City and its Submitters provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Submitters make available equal opportunities to the extent third parties are engaged to provide goods and services to The City as Sub-Submitters, Submitters, or otherwise. Accordingly, the Submitter shall not discriminate on any of the foregoing grounds in the performance of any Contract awarded to the Submitter, 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. If submitting a joint venture Bid, or a Response involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the Response.

6. PERMITS

Firm shall be responsible for acquiring all permits and licenses required to perform the scope in its entirety. All City of Brighton Permits will be issued at no cost to the Firm, so long as a copy of the contract's signature page is provided at the time of permit issuance. The Permitting Department may require an additional bonding such as a Right of Way (ROW) Bond. It is best to call the permits department upon contact award to determine if any additional bonds are necessary.

7. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

- 7.1. Where there appears to be variances or conflicts between the General Terms and Conditions, any Special Terms and Conditions and the Scope of Work/Specifications outlined in this

Solicitation, the Scope of Work/ Specifications, and then the Special Terms and Conditions, will prevail.

7.1.1. If any Submitter contemplating submitting a Response under this Solicitation is in doubt as to the true meaning of the Specifications or any other portion of the Solicitation, the Submitter must submit a written request via email for clarification to the Point of Contact listed on the first page of this Solicitation. The Submitter submitting the request shall be responsible for ensuring that the request is received by The City prior to the deadline for submitting questions.

7.1.2. The City shall issue a written addendum if substantial changes which impact the technical submission of Responses are required. A copy of such addenda will be available on the BidNet website. In the event of conflict with the original Solicitation documents, addenda shall supersede to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.

8. SUBMITTAL AND UNDERSTANDING:

8.1. Before submitting, all Firms shall read the Solicitation, and all other attachments, addenda, and contract documents included herein; fully inform themselves as to all existing conditions, uncertainties, and limitations; and shall include sums in the Solicitation documents covering the cost of each item included in the contract. The submission of a Solicitation shall be considered conclusive evidence that the Firm has fully complied with these requirements.

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

8.3. If requested, submitting Firms shall be required to submit satisfactory evidence that they have a practical knowledge of the particular service requested and that they have the necessary financial resources to complete the proposed service called for as described in the Scope of Work.

8.4. All submissions shall be submitted electronically via BidNet at www.bidnet.com. The designated official clock for determining the timely submission shall be BidNet. No Submissions will be accepted after the time and date established above, except as revised by written addenda. Submissions submitted by any other method are not acceptable.

8.5. The Bidder is responsible for proper Bid submission as outlined herein. All Responses must be submitted on the original City forms should they be provided within the Solicitation.

8.6. The Submitter shall not alter any City forms (e.g. add or modify categories for posting prices offered) unless expressly permitted in the Solicitation or in an addendum duly issued by The City. Only sealed Responses received by the Purchasing Division of the Finance Department will be accepted; Responses submitted telephone, email, or facsimile machines are not acceptable.

- 8.7. Responses must be submitted in the format supplied and/or described by The City. Failure to submit in the format provided may be cause for rejection of the proposal. Responses must be furnished exclusive of taxes.
- 8.8. If submitting a joint venture Submission or a Bid involving a partnership arrangement, articles of partnership, joint venture Contract, or similar documentation, stating each person/partner's obligations and responsibilities shall be furnished and submitted with the Bid.
- 8.9. All Submissions submitted shall show the name of the Bidder on the cover page of the Bid document and on all pages where it is stated "To be filled in by Firm submitting Bid".

9. LATE RESPONSES:

- 9.1. Responses received after the date and time set for the opening may be considered non-responsive and may be returned unopened to the Submitter.
- 9.2. The City assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 9.3. The City assumes no responsibility for a Response being either opened early or improperly routed if the envelope is not clearly marked on the outside.
- 9.4. The City of Brighton and its Procurement & Contracts Department assumes no liability for Submissions submitted without the Bid information as stated above. The delivery and receipt verification of such Submissions shall be at the sole responsibility of the Bidder. The City assumes no responsibility for late deliveries of mail on behalf of the United States Post Office, airfreight or other means, or for Submissions that are submitted or delivered after the deadline. Late Submissions may not be accepted, and any Bid so received may be returned to the Bidder unopened.

10. WRITTEN WORDS OR FIGURES AND CORRECTIONS:

Each Bid must be typed or legibly written in ink, with all prices given in figures and also words where called for. In the case of any variance between written words and figures in a Bid, the written words shall govern. In case of unit price differences from extended figures, the unit price shall govern. The Bid must cover all of the items of performance therein and no others, unless instructions to the contrary are specifically stated in the specifications.

11. SUBMISSION SIGNATURE AND AUTHORITY:

- 11.1. Each Submission shall contain the full business name and post office address of the company. Each Submission must be signed by an authorized agent of the Firm and be included in the response. If the Firm's authorized agent fails to sign and return the Firm's Statement of the Solicitation, its Submission may be invalid and may be considered non responsive.
- 11.2. Submissions by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Submissions by corporations shall be signed with the name of the corporation followed by the signature and designation of the President,

Secretary, or other person authorized to bind it in the matter, and shall have the corporate seal affixed.

12. SUBMISSION WITHDRAWALS, MODIFICATIONS, AND CHANGES:

- 12.1. Any Firm may withdraw its Submission at any time prior to the time at which Submissions are to be opened, by written request of the Firm. Every such request shall be signed in the same manner as, and by the same person or persons, who signed the Submission, and submitted to the Procurement Office.
- 12.2. Any Firm may withdraw its Submission at any time prior to the time at which Submissions are to be opened, by written request of the Firm. Every such request shall be signed in the same manner as, and by the same person or persons, who signed the Bid, and submitted to the Procurement & Contracts Division.
- 12.3. Submissions may not be allowed to be withdrawn after the date and hour set for closing. Failure to enter into the contract or honor the purchase order may be cause for removal of Bidder's name from the Bidder's List for a period of twelve months from the date of this opening.
- 12.4. Modifications to Submissions already submitted will be permitted if received prior to the time specified for receipt of Submission. The modification shall be in writing and shall be signed in the same manner and by the same person or persons who signed the original Bid.
- 12.5. No Submissions may be withdrawn for a period of sixty (60) days after the time set for opening Submissions unless otherwise requested by contractor and approved, both in writing, by the Procurement & Contracts Manager.

13. SUBMISSION ACCEPTANCE, REJECTION, IRREGULARITIES, AND INFORMALITIES:

- 13.1. The City reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all Submissions , or any Bid which does not meet all bonding requirements, or Submissions which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or Submissions from Bidders who lack experience or financial responsibility, or Submissions which are not to form, and to award Submissions to the lowest and most responsive and responsible Bidders, or to require new Submissions , as determined to be in the best interests of the City.
- 13.2. No Bid shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the City of Brighton, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the City, or that is deemed irresponsible or unreliable by the City of Brighton.
- 13.3. Failure on the part of any Bidder to carry out a previous contract satisfactorily or its lack of experience or equipment necessary for the satisfactory completion of the project may be deemed sufficient cause for disqualification.

13.4. Failure to respond on the form or in the outline provided may be cause for rejection of the Submission.

13.5. Submitters, which qualify their Response by requiring alternate Contractual terms and conditions as a stipulation for Contract award must include such, alternate terms and conditions in their Response. The City reserves the right to declare a Submitter's Response as non-responsive if any of these alternate terms and conditions is in conflict with The City's terms and conditions, or if they are not in the best interests of The City.

13.6. Failure to provide any requested information may result in the rejection of the Response as non-responsive.

13.7. Any communications in regards to this Solicitation must go through the City's office of Procurement & Contracts. Any contact with other City personnel or City Submitters may be cause for disqualification.

13.8. REJECTION OF RESPONSES: The City may, at its sole and absolute discretion;

13.8.1. Reject any and all parts of any or all, Responses submitted by prospective Submitters;

13.8.2. Re-advertise this Solicitation;

13.8.3. Postpone or cancel the process;

13.8.4. Waive any irregularities in the Responses received in conjunction with this Solicitation.

13.8.5. REJECTION OF A PARTICULAR BID: In addition to any reason identified above, The City may reject a Response under any of the following conditions:

The Submitter misstates or conceals any material fact in its Response;

The Submitter's Response does not strictly conform to the law or the requirements of the Solicitation;

The Response expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation;

The Response does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Response in accordance with the Solicitation; and/or

The Response has not been executed by the Submitter through an authorized signature on the Submitter's Statement.

14. CITY CLOSURES:

In the event of a situation severe enough to cause the City of Brighton Offices to close for any reason, the Procurement & Contracts Department has the prerogative of rescheduling the pre-Bid

meeting or Public Bid opening time and date. No Bidder will be considered above all other Bidders by having met the Bid opening time and date requirements to the exclusion of those who were unable to present their Bid due to a situation severe enough to cause the closing of City Offices.

15. PUBLIC RECORD:

All Submissions submitted become City property and a matter of Public Record. All information in the Bid package will become subject to the Colorado Open Records Act. C.R.S. 24-72-201 *et. seq.* ("CORA"), unless the Bidding company specifically requests confidential treatment of some or all of its commercial data. Such request for confidentiality shall be in writing, and the portions of the commercial data for which confidentiality is requested shall be clearly identified with an index page. Accordingly, respondents are discouraged from providing information that is considered confidential, privileged, and/or trade secrets as part of a response to this ITB. The City does not guarantee the confidentiality of any records. The final contract price and the means by which that price was determined are not commercial data and may not be included in any request for confidentiality. Careful consideration should be given before submitting confidential information to the City. The Colorado Open Records Act permits public scrutiny of most materials collected in this Solicitation process. Information that is reasonably considered proprietary should be clearly marked as confidential.

16. INSURANCE REQUIREMENTS:

The award firm will be required to furnish a Certificate of Insurance prior to Contract award. The City shall be named as Additional Insured on Commercial General or Business Liability and Auto Liability policies.

16.1. The Professional agrees to procure and maintain in full force and effect during the term of the Agreement, at its own cost, the following coverages as they are applicable to services performed for the City or on City property:

16.1.1. Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers' Liability Insurance.

16.1.2. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and One Million (\$1,000,000) general aggregate.

16.1.3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Professional's owned, hired or non-owned vehicles assigned to or used in performance of the Services. In the event that the Professional's insurance does not cover non-owned automobiles, then the Professional guarantees to the City that the requirements of this paragraph shall be met by each employee, subcontractor or other agent of the Professional who utilizes an automobile in providing services to the City of Brighton under this Agreement.

16.1.4. Errors and Omissions Insurance with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

16.2. If approved by the City of Brighton prior to the commencement of any work or services under this Agreement, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.

- 16.3. Professional shall procure and maintain, and shall cause any subcontractor of the Professional to procure and maintain, the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to the City of Brighton. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Professional in connection with providing any work or services under this Agreement. In the case of any claims made, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- 16.4. A Certificate of Insurance shall be completed by the Professional's insurance agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City of Brighton prior to commencement of any work or services under this Agreement. The Certificate shall identify this Agreement and shall provide the coverage or limits that the coverages afforded under the policies shall not be cancelled, non-renewed, or reduced in coverage or limits until at least thirty (30) days prior written notice has been given to the City of Brighton. The completed Certificate of Insurance shall be sent to: procurement@brightonco.gov
- 16.5. Failure on the part of the Professional to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a Material Breach of Contract upon which the City of Brighton may immediately terminate this Agreement, or at its discretion the City of Brighton 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 City of Brighton shall be repaid by the Professional to the City of Brighton upon demand, or the City of Brighton may offset the cost of the premiums against any monies due to Professional from the City of Brighton.
- 16.6. The City of Brighton reserves the right to request and receive a copy of any endorsement required to comply with the above requirements. Professional agrees to execute any and all documents necessary to allow the City of Brighton access to any and all insurance policies and endorsements pertaining to this particular Project.
- 16.7. The parties hereto understand and agree that the City of Brighton, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations 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 City of Brighton, its officers or its employees.
- 16.8. In addition to procuring and delivering to the City such written Certificates of Insurance, demonstrating that the Professional has obtained and will maintain all policies of insurance coverage in the amounts required herein, the Professional shall also cause the City to be named as an Additional Insured party entitled to coverage under such policy or policies of insurance, and for that purpose the Professional shall obtain and maintain, or cause to be obtained and maintained, any and all necessary policy endorsements, additional coverage documents, or other instruments or Certificates, such as will provide such insurance coverage to the City at all times during the Professional's performance of the Project.

16.9. All Certificates of Insurance shall be submitted on an Acord 25-S form.

17. TAX EXEMPTION:

All Submissions must be furnished exclusive of taxes. The City's Tax Exempt Certificate will be provided with contract award.

18. CERTIFICATE OF GOOD STANDING (COGS):

In order to do business with The City of Brighton the Submitter must be registered and authorized to business, and in good standing with the State of Colorado. The Submission shall contain a current COGS from the State of Colorado.

19. COOPERATIVE PURCHASING:

The City of Brighton encourages and participates in cooperative purchasing in an effort to assist other governmental agencies and to make better use of taxpayer dollars through volume purchasing pursuant to Brighton Municipal Code Sec 3-8-40. To the extent other state or local government agencies, school districts, or political subdivisions are legally able to participate in cooperative purchasing endeavors, the City of Brighton supports such cooperative activities. Therefore, the City of Brighton allows other public agencies the opportunity to utilize the resultant contract at the option of the Awarded Bidder, at the Bidder's discretion. The Bidder(s) must deal directly with the public agencies i.e. municipalities, counties, school districts and any other governmental agencies concerning the contract documents, purchase order issuance, freight charges, contractual disputes, invoicing, and payment. The City of Brighton shall not be liable for any costs or damages incurred by another public agency that participates in such cooperative purchasing. In addition the City of Brighton asks that the winning Bidder allow the City of Brighton to piggy back on their own contract, should one be issued as a result of this ITB, for a period of one year after expiration of said contract.

20. FRAUD AND COLLUSION:

20.1. Submitter, by affixing a company authorized signature to its Bid, certifies that its Response is made without previous understanding, Contract, or connection either with any persons, firms or corporations making a Response for the same items, or with The City. The Submitter also certifies that its Response is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of The City's public procurement process, all Submitters are hereby placed on notice that any and all Submitters who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

20.2. More than one Bid from an individual, firm, partnership, or corporation under the same or different name will not be considered. Evidence that any Bidder is involved in more than one Bid for the same work will be cause for rejection of all such Submissions. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a direct Bid on his own behalf. Collusion between bidders will be considered sufficient cause for the rejection of all Submissions so affected.

20.3. The City reserves the right to disqualify any Bid, before or after opening, upon evidence of collusion with intent to defraud, or other illegal practices upon the part of the Bidder, or for

noncompliance with the requirements of these documents and reported to the authorities as such.

20.4. The authorized signature on this Bid assures that such Bid is genuine and is not a collusive or fraudulent Bid.

21. QUALIFICATIONS OF SUBMITTER:

The City may make such investigations as deemed necessary to determine the ability of the Submitter to perform work, and the Submitter shall furnish all information and data for this purpose as The City requests. Such information includes, but is 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 City reserves the right to reject any Response if the evidence submitted by, or investigation of, such Submitter fails to satisfy The City that such Submitter is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional Responses will not be accepted.

22. AWARD OF SOLICITATION:

22.1. The City may award this Solicitation to the successful Submitter through the issuance of a Notice of Intent to Award. No services or goods shall be provided, and no compensation shall be paid, until and unless a Contract has been signed by an authorized representative of The City and the Submitter.

22.2. It is the intent of the City to award a Contract to the Bidder who provides the lowest responsive and responsible Bid. These criteria are determined and evaluated based on the following;

22.2.1. Responsiveness to the needs of the City, both in time to complete the project and in the scope of services offered;

22.2.2. Responsibility of the proposing firm and its experience in dealing with municipal governments in projects of similar size scope and nature;

22.2.3. The degree to which the proposal meets or exceeds the terms of the Request for Proposal;

22.2.4. Results of reference checks and past performance for other clients;

22.2.5. The proposing firm's fee (not-to-exceed cost) structure based on the Services to be provided.

23. TERM & RENEWAL:

The period of performance shall be determined at the time of contract award. The scope of work shall list the term expectations. The period of performance shall be set forth within the Contract, unless extended by the parties in writing.

24. CONTRACTUAL OBLIGATIONS

- 24.1. The successful Bidder will be required to sign a Contract Agreement. The City reserves the right to add or delete provisions to the form prior to Contract execution.
- 24.2. By submitting a Bid the Bidder accepts and acknowledges the terms of the sample Contract.
- 24.3. Issuance of this solicitation does not commit the City to award a Contract or to procure any equipment, materials or services.
- 24.4. If a formal Contract is required, the Bidder agrees and understands that a Notice of Intent to Award does not constitute a Contract or create a property interest of any nature until a Contract is signed by the Awardee and the City of Brighton.
- 24.5. Bidder is responsible for reviewing the Contract and understanding the terms and conditions contained therein, including, but not limited to, insurance requirements, indemnification, illegal aliens, equal opportunity, non-appropriation, and termination.
- 24.6. Any proposed revisions made by the Bidder after the City Notice of Intent to Award the Solicitation may be grounds for rescinding said Notice. The identification of willingness to enter into the standard Contract is for general purposes at this time, but is part of the evaluation process and must be included. There may be negotiations on a project-by-project basis that provide further clarification.
- 24.7. Incorrect Pricing/Invoicing. As part of any award resulting from this process, Bidder(s) will discount all transactions as agreed. In the event the City discovers, through its Contract monitoring process or formal audit process, that material or services were priced/invoiced incorrectly, Bidder(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
- 24.8. The City may, during the term of the Contract and any extensions, request additional work at other locations throughout the City by the successful Bidder.

25. DEBARMENT:

By submitting this Bid, the Bidder warrants and certifies they are authorized to do business in the State of Colorado and eligible to submit a Bid because their company and/or subBidder(s) is/are 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.

26. TERMINATION:

The City may terminate this Agreement at any time, in whole or in part, by for its convenience. Any such termination shall be affected by delivery to Contractor of a written notice specifying the extent to which performance of the need is terminated and the date upon which termination becomes

effective. Termination shall be effective not less than fifteen (15) days after the date of the notice. If this Agreement is terminated as provided in this section, Contractor shall be paid on the basis of the Services satisfactorily completed. The portion of the Services completed, but not yet accepted by the City, shall be determined by the City in the exercise of its sole, reasonable discretion.

27. LOCAL PREFERENCE:

In those circumstances where a Bid from a business located within the corporate limits of the City of Brighton is as acceptable to the City as a bid of another Bidder. Special consideration may be given to awarding the contract to the Brighton business; the consideration shall be in the form of a five-percent (5%) reduction in the total Bid amount when compared with other Submissions submitted, or a maximum of \$5000 per total Bid, whichever is less. A "business located within the corporate limits of the City of Brighton" must operate a business inside the City limits, is on the City property tax rolls, or must lease or rent a property for the business which is on the property tax rolls of the City, which has a current City business license and is collecting and remitting sales tax for the City, if applicable. To apply for exemption fill out the attached form and return with bid.

28. COMPLIANCE WITH LAWS – FEDERAL, STATE, LOCAL:

Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City of Brighton; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

29. GOVERNING LAW:

The laws of the State of Colorado shall govern any contract executed between the successful Contractor and the City. Further, the place of performance and transaction of business shall be deemed to be in the County of Adams, State of Colorado. In the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado, and more specifically, Adams County, Colorado.

30. NON-DISCRIMINATION:

During the performance of the subject contract, the Bidder's Firm shall not discriminate unlawfully against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, age, marital status, or public assistance status with regard to, but not limited to, the following: employee practices, rates of pay or other compensation methods and training sessions.

31. COMPLIANCE WITH IMMIGRATION LAWS:

The Contractor shall not knowingly employ or contract with an unauthorized worker or alien to perform work under this public contract for services or knowingly contract with a subcontractor who knowingly employs or contracts with unauthorized workers or aliens to perform work under this Contract. The Contractor shall require all subcontractors of the Contractor to agree in writing that the subcontractor does not knowingly employ or contract with an unauthorized worker or alien to perform work under this public contract for services.

32. PAYMENT TERMS:

The City of Brighton, intends to pay properly submitted invoices within thirty (30) days of receipt, provided that all goods, services and work performed have been delivered, accepted and approved prior by an authorized City of Brighton representative as stated in the contract or agreement. Original invoices must be submitted to the Department Project Manager at 500 South 4th Avenue, Brighton,

CO 80601, with the correct address, City issued Purchase Order number and the name of the project/service. The Department Project Manager will be identified at the time of contract award. Before the final invoice will be paid by the City, Contractor must supply a job cost detail report, including each subcontractor paid for the project, along with lien waivers from each sub.

33. TOTAL SUBMISSION AMOUNT:

The Contractor acknowledges that it has prepared its TOTAL BID AMOUNT based upon its independent evaluation of the Contract Documents. The intent of the Contract Documents is to include all items of work and services necessary for proper performance and completion of the Work, and the Total Contract Sum shall constitute the Total Bid amount due the Contractor for the completion of the work. Work items not expressly set forth in the Estimated Quantities List are nevertheless included in the Work and will be required to be furnished or performed unless they are not consistent with or are not reasonably inferable as being necessary to produce the intended results.

34. FOB DESTINATION:

All Submissions shall be FOB Destination, City of Brighton, Brighton, Colorado 80601. All freight charges must be included in pricing submitted.

35. FUEL SURCHARGES & ECOLOGICAL FEES:

The City of Brighton will not accept fuel surcharges or ecological fees from the Contractor unless a negotiated request for such surcharges or fees are agreed by both parties as to amount and very specific timeframe. Such an agreement must be documented before the assessment date; the City of Brighton will not honor such surcharges or fees invoiced without the attachment of such agreement to the invoice.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY