

City of Thornton
Request for Qualifications and Proposals (RFQ/P)
For
Ault Farm Operations Services
Project Number 199-24

General Information:

The City of Thornton (Thornton) operates several farms in the vicinity of Ault, Colorado and requires various services in connection with the farm operations. Thornton desires to retain several prequalified Service Providers to provide a range of services on an on-call, as needed basis. The type of services needed range from roofing, carpentry, plumbing, HVAC, electrical, glazing, interior and exterior painting, floor coverings, pest control, irrigation meter maintenance and calibration, excavation and hauling, irrigation wells, pipelines or pump repairs and other services related to farm operations and farmhouse and outbuilding repair and maintenance.

Thornton is requesting qualifications and proposals to establish agreements with prequalified Service Providers for such services beginning with the 2024 fiscal year. The Agreement documents consist of:

1. This RFQ/P, including all Terms and Conditions contained herein;
2. The task assignment Scopes of Work to be developed on an as needed basis;
3. The terms and conditions of Thornton's Purchase Order (PO) issued to the Service Provider to encumber funds for the anticipated work; and
4. The respondent's response to the RFQ/P.

If any terms and conditions in any of the agreement documents are in conflict, the order of precedence is in the order listed above.

This solicitation shall remain open and active through December 31, 2029. Firms may submit their Proposal at any time until then.

The maximum amount allowed under this Agreement for any one (1) project is fifty thousand dollars (\$50,000).

Proposal Instructions:

Firms interested in working for the City of Thornton shall review this entire document as it contains Terms and Conditions to which the firm agrees.

Complete and full Proposals shall contain the following:

- **Completed Independent Contractor Agreement, including Exhibits, signed and notarized by an officer of the firm.**
- **Respondent's current W-9 Form.**
- **Certificate of Insurance with Additional Insured Endorsement pages showing the required minimum insurance coverages contained herein.**

Proposals shall be delivered in one (1) of the following ways:

1. Deliver a hard copy to the Ault Agricultural Stewardship Office at: 16754 County Road 84, Ault, CO 80610. Notary services are available at this location during operating hours.
2. Emailed to Adam Reiner, Contract Administrator at adam.reiner@ThorntonCO.gov.

Respondents are required to acknowledge addenda, if any were issued, in their Qualifications Statement and Proposal Form. Respondents that do not acknowledge all addenda may be considered non-responsive.

Questions:

All questions shall be directed in writing to Adam Reiner, Contract Administrator, 9500 Civic Center Drive, Thornton, CO 80229-4326, fax 303-538-7556, or e-mail – adam.reiner@ThorntonCO.gov, 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding holidays.

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement is entered into on this [day] of [month], [year], between **City of Thornton, Adams County, State of Colorado, a home rule municipality ("Thornton" or the "City")**, located at **9500 Civic Center Drive, Thornton, CO 80229** and _____ ("Contractor"), who business is: _____ Sole Proprietor/Individual _____ Corporation _____ Partnership _____ LLC or (specify) _____, and located at _____.

For good and valuable consideration, the undersigned agrees and acknowledges to be subject to the following terms and conditions:

- A. **Term**. The provision of services under this Agreement shall commence on - _____, **202**_____ and will terminate on **December 31, 2029, unless sooner terminated by Thornton as allowed under the agreement**. Contractor understands and agrees that Thornton has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise. Thornton does not guarantee any minimum amount of work or compensation because of this award.
- B. **Independent Contractor**. Contractor is retained solely for the purposes set forth in this Agreement and shall at all times have the status of an Independent Contractor. Thornton and Contractor hereby agree that Contractor shall be a non-exclusive independent contractor with respect to Thornton. Nothing in this Agreement shall be construed or deemed to create a partnership, a joint venture, an employment, or any other type of relationship other than as two independent businesses. Contractor assumes all rights, obligations and liabilities applicable to it as an independent contractor. Any provisions in this Agreement which may appear to give Thornton the right to direct Contractor as to details of the services to be provided hereunder or to exercise control over such services shall be deemed to mean only that Contractor shall, where practicable, follow the desires of Thornton in the completion of the services. Thornton understands that Contractor is free to contract and customarily does contract with others to perform the types of services contemplated in this Agreement.
- C. The parties agree as follows:
1. The independent contractor relationship created by this Agreement shall be terminable only if Contractor violates the terms of this Agreement or fails to complete the Work in compliance with this Agreement; and
 2. Contractor will provide all services and supplies generally described in Exhibit A attached hereto (the "Work" or also referred to as a "Task Assignment") and warrants that all Work shall be performed in a good and workmanlike manner in compliance with all applicable federal, state, and local laws, regulations, and building codes, and further warrants the workmanship of the Work for a period of one year after substantial completion; and

3. Even though Thornton does not establish a quality standard for Contractor, or oversee the actual work or instruct Contractor as to how the work is to be performed, it is mutually understood that Contractor's services will be consistent with generally accepted industry standards for Contractor's customary services, or the results will meet the specifications of this Agreement; and
4. Contractor shall be responsible for providing its own tools to complete the Work, and Thornton shall not supply training, tools or benefits to Contractor, but Thornton may provide certain materials and equipment, as agreed between the Parties. Contractor shall be responsible for the security of all materials, tools and equipment, however, at the end of each workday, Contractor shall clean up and dispose of all debris, waste materials and refuse resulting from the Work; and
5. If Contractor delegates any of its duties or obligations under this Agreement to a subcontractor, then that subcontractor, when the work requires it, must be licensed and authorized to perform the Work, and Contractor shall remain responsible for the performance of all the Work in accordance with all terms and conditions of this Agreement; and
6. Time is of the essence in the performance of the Services under this Agreement. Thornton and Contractor shall mutually agree upon a project schedule and the hours during which the Work will be performed, and Contractor shall provide sufficient labor, tools and materials and other items necessary to meet or exceed the project schedule; and
7. Thornton shall pay to Contractor, as compensation for the satisfactory completion of the Work, the amount set forth in Exhibit B attached hereto (the "Contract Price"), at the agreed upon time and will only pay the compensation to the trade or business name under which Contractor does business and not to Contractor's name or an individual if Contractor is an individual; and;
8. Nothing herein shall be construed as Thornton combining or merging its business operations in any way with Contractor's business, but instead both parties will maintain their own operations as separate and distinct.

D. **Task Assignment.**

1. This Agreement provides for the master terms that apply to all Services for which Thornton engages Contractor to perform on or after the date of this Agreement.
2. Thornton shall give a written assignment to Contractor to perform the specified Task Assignment as authorized by each Task Assignment issued in accordance with this Agreement. A Task Assignment shall be established by Thornton issuing a Purchase Order.

3. Except for the limitations set forth in this Agreement, Contractor understands there is no limit on the number of Task Assignments that may be issued by Thornton.
4. No single Task Assignment from Thornton shall be for greater than fifty thousand dollars (\$50,000).
5. Any Task Assignment issued during the term of this Agreement and not completed before the term expires or terminates, shall be completed by Contractor in accordance with the time specified in the Task Assignment.

E. **No Employment Benefits.** To the extent the law permits, Contractor waives all claims against Thornton for any Employee benefits including worker's compensation and general liability insurance coverage of its employees. **Contractor expressly agrees that, as an independent contractor, neither Contractor nor any of its employees, subcontractors or agents is entitled to any employee benefits from Thornton, including, but not limited to, any employer withholdings or liability for: taxes, FICA, Medicare or Medicaid; medical or disability insurance; vacation or leave; pension; unemployment insurance or worker's compensation insurance (collectively, "Employee Benefits") unless provided by Contractor or some other entity. Contractor is obligated to pay federal and state income tax on any moneys paid by Thornton under this Agreement.**

F. **Termination/Revocation.** Thornton may terminate all or any portion of this Agreement with or without cause by sending written notification with reason(s), if any, for termination to Contractor and the effective date. In the case of partial termination, the portion is to be terminated. The written notification shall be sent by certified mail, return receipt requested, and shall be deemed effectively given seven (7) days after the date of mailing. In the event of termination, Thornton shall be obligated to pay Contractor only for services rendered up to the effective date of termination. In addition, Thornton may terminate this Agreement immediately without prior notice if any of the following occurs:

- a. If Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing services to Thornton;
- b. If any circumstance beyond Thornton's control, including but not limited to financial constraints imposed by action of the city council prevents it from providing services or otherwise hinders, delays, or prevents Thornton from receiving revenue or income or increases its overhead to an extent Thornton reasonably decides to reduce or modify its operations.
- c. In case of a partial termination, because Contractor failed to correct work within the specified timeframe based on the reason(s) stated in the written notification of termination, Thornton may take any or all of the following actions:
 - i. Temporarily withhold payments pending the correction of the work or services by Contractor identified as nonconforming by Thornton.

- ii. Reduce the payment of the funds by any percentage or amount that is less than the total amount of compensation provided in this Agreement if any work or activity Contractor has performed does not conform to the work or services this Agreement requires.
 - iii. Stop the performance of any further work Contractor would have performed under this Agreement.
 - d. Upon termination of the Agreement by Thornton, Contractor will not have any claim against Thornton by reason of, or arising out of, incidental or relating to termination, except for compensation for work satisfactorily performed as described in the Agreement. In the event that this Agreement is terminated prior to the expiration date, Contractor will submit any and all outstanding reports and information requested by Thornton within thirty (30) days from the date of early termination.
- G. **Termination for Non-Appropriations.** In the event that the Thornton City Council fails to appropriate funds for the continuation of this Agreement for any fiscal year beyond the initial year, Thornton may terminate this Agreement without penalty and be released of further obligations.
- H. **Stop Work Order.** Thornton may, by written order to Contractor, at any time, require Contractor to stop all or any part of the work called for in this Agreement. This order shall be for timeframe specified in the order delivered to Contractor. Any such order shall be identified specifically as a stop work order issued pursuant to this paragraph. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the timeframe of the work stoppage. Before the stop work order expires, Thornton shall either cancel the stop work order or terminate the work covered by such order or in accordance with Section F of this Agreement.
- I. **Governmental Immunity.** The Parties understand and agree that Thornton, its officers, and its employees are relying on, and do not waive or intend to waive by any provision of this Agreement, 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 may be amended, or otherwise available to Thornton, its agents, officers, or employees.
- J. **Insurance.** Contractor will maintain for any work or services performed for Thornton at its own cost, the following insurance coverages:
- 1. **Workers' Compensation Insurance.** Workers' compensation insurance as required by the Labor Code of the State of Colorado and Employer's Liability Insurance. Evidence of qualified self-insured status may be substituted.

2. Commercial General Liability Insurance (MINIMUM LIMITS)

- a. Each Occurrence \$2,000,000
- b. Products/Completed Operations Aggregate \$2,000,000
- c. Personal and Advertising Injury \$2,000,000
- d. General Aggregate \$4,000,000
- e. The policy shall include coverage protecting against bodily injury, property damage, and personal injury claims arising from the exposures of (i) premises-operations; (ii) products and completed operations including materials designed, furnished, and/or modified in any way by Contractor; (iii) independent subcontractors; (iv) contractual liability risk covering the indemnity obligations set forth in this Agreement; and (v) where applicable, liability resulting from explosion, collapse, or underground exposures. The coverage shall not exclude faulty workmanship as a covered occurrence.
- f. If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
- g. If the Contractor does not typically purchase the limits of CGL coverage above, Contractor may provide minimum CGL limits of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) General Aggregate supplemented with Excess/Umbrella Liability coverage sufficient to make up the deficit.

3. Automobile Liability Insurance. Automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) for any one (1) occurrence. This insurance will insure against bodily injury and/or property damage arising out of Contractor's operation, maintenance, use, loading or unloading of any auto including owned, non-owned, hired, and employee autos.

4. Additional Insured. Contractor shall name Thornton, its officers, agents, and employees as additional insured with respect to the Commercial General Liability, Auto Liability and, if required, Builder's Risk and Installation Floater coverages above.

5. Certificates of Insurance. A Certificate of Insurance shall be completed and forwarded along with the Additional Insured Endorsement to Thornton by Contractor'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 Thornton prior to commencement of any Work

under this Agreement. The initial completed Certificate of Insurance and Additional Insured Endorsement shall be sent to:

City of Thornton
Adam Reiner, Contract Administrator
9500 Civic Center Drive
Thornton, CO 80229-4326

Subsequent Certificates of Insurance indicating renewal of coverage(s) shall be sent to Thornton's Risk Manager at certificatesofinsurance@ThorntonCo.gov no later than thirty (30) Calendar Days prior to the expiration date. Indicate "Renewal COI" in the email subject line. Thornton reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Contractor agrees to execute any and all documents necessary to allow Thornton access to any and all insurance policies and endorsements pertaining to this particular Project.

6. Failure to Insure. Failure on the part of Contractor or subcontractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of Agreement upon which Thornton may immediately terminate this Agreement, or at its discretion, Thornton may procure, or renew any such policy, or any extended reporting period thereto, and may pay any and all premiums if required, and all monies so paid by Thornton shall be repaid by Contractor to Thornton upon demand, or Thornton may offset the cost of the premiums against any monies due to Contractor from Thornton.
7. Other Insurance Requirements.
 - a. Contractor shall cause any Subcontractor to procure and maintain adequate levels of insurance coverage for Workers' Compensation, Commercial General Liability, Automobile Liability, and other coverages Contractor may require. For Commercial General Liability and Automobile Liability insurance of any subcontractor, Thornton will be named as an additional insured. Contractor shall prepare a schedule of required coverages for each of its Subcontractors and shall submit such schedule to Thornton prior to any Subcontractor commencing any Work on a Task Assignment under this Agreement. Such coverage for any Subcontractors shall be procured and maintained with forms and insurers acceptable to Thornton. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Contractor.
 - b. Contractor shall procure and maintain the minimum insurance coverage listed herein. Such coverage shall be procured and maintained with forms and insurers acceptable to Thornton. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Contractor pursuant to this clause. The coverage shall not exclude faulty workmanship as a covered occurrence. In the case of any

claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- c. Every policy required above shall be primary insurance and any insurance carried by Thornton, its officers, or its employees shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under the policies required above.
- d. Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure and maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- e. All policies shall include a provision that the coverages afforded under the policies shall not be canceled, terminated, or materially changed prior to the natural termination date until at least thirty (30) Calendar Days prior written notice has been sent to Thornton. The Certificate(s) shall indicate the form used, if any, under which this provision is included.

K. **Indemnification.** To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless Thornton, its officers, agents and employees, from and against all liability, judgments, damages or losses which arise out of, result from, or are in any manner connected with the services to be performed under this Agreement, to the extent it is determined such liability, judgments, damages or losses were caused by the negligent acts, errors, or omissions of Contractor, any subcontractor of Contractor, or any officer, employee or agent of Contractor, or anyone else employed directly or indirectly by any of them or anyone for whose acts any of them may be liable and will pay to Thornton any expenses incurred by reason of such liability, judgments, damages or losses, including, but not limited to, court costs and reasonable attorneys' fees incurred in defending or investigating such claims. Such payments on behalf of Thornton shall be in addition to any and all other legal remedies available to Thornton and shall not be considered Thornton's exclusive remedy.

L. **Licenses and permitting.** As a Contractor providing any electrical, plumbing, or other work for which a professional license is issued by the local governing jurisdiction, you must be properly licensed before performing any such work. If any work requires a building permit, it is the responsibility of Contractor to obtain a valid permit from all governing jurisdictions before performing any such work.

M. **Sales Tax.** The City of Thornton, as a Colorado home rule municipality, is exempt from federal excise taxes, and state and local sales and use tax. Any materials incorporated into or used in the construction, repair, or maintenance of Thornton owned facilities shall be purchased without payment of state or local sales or use tax. A Tax Exempt Certificate will be issued upon request to Contractor for use in procurement of such materials.

- N. **Notice.** Any notice this Agreement requires must be in writing and will be effective only if hand-delivered or sent by certified U.S. mail, return receipt requested, to the party entitled to receive the notice at Contractor's address provided above in this Agreement.

Thornton's Notice address is as follows: City of Thornton, Attention: Support Services Director, 9500 Civic Center Drive, Thornton, CO 80229 or at such other address that either party may provide later to the other party.

- O. **Modification\Entire Agreement\No Prior Agreement.** This Agreement constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both parties. Contractor further understands and agrees that this Agreement supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties.
- P. **No Agency Created.** Contractor agrees and understands that no authority exists through this Agreement permitting Contractor to enter into any third party contract, assume any obligation, or makes any representation to third parties on behalf of, or which may bind Thornton.
- Q. **Conflict of Interest.** Contractor cannot be related to any Thornton employee if such a relationship would create a material financial interest or result in the violation of [insert city code] by either Contractor or Thornton employee.
- R. **Assignment Prohibited.** Contractor cannot assign any of the services that require performance under the Agreement. In this regard, Contractor understands that the performance of the scope of work is considered personal services under this Agreement.
- S. **No Construction Against Drafting Party.** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because the Agreement or any provisions thereof were prepared by a particular party.
- T. **No Third Party Beneficiary.** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than Thornton or Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
- U. **Financial Interest.** The signatories aver that to their knowledge, no employee of Thornton has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests. CRS §§24-18-201 and 24-50-507.

- V. **Venue\Law\Statute Of Limitations.** This Agreement shall be governed by the laws of the State of Colorado, notwithstanding its choice of law principles. Any legal action concerning the provisions hereof shall be brought in the District Court, County of Adams, State of Colorado. Any action arising out of or relating to this Agreement, or the Services asserted by Contractor against Thornton shall be brought within two (2) years from when the action accrued, pursuant to C.R.S. § 13-80-102(h).
- W. **Severability.** If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.
- X. **No Waiver.** No assent, expressed or implied, by Thornton to any breach of any obligation or covenant by Contractor shall be construed as a waiver of any subsequent or other breach by Contractor. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, unless it is in a written document executed by the party against whom the waiver is sought to be enforced.

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CONTRACTOR:

Signature

Print Name

STATE OF COLORADO)
)ss.
COUNTY OF _____)

Subscribed and acknowledged before me this ____ day of _____, 202__, by
_____ as _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

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EXHIBIT A
STATEMENT OF QUALIFICATIONS FORM

Full Legal Name of Respondent/ company: _____

Primary Contact Name: _____

Respondent Address: _____

Phone Number: _____

E-mail(s) where all correspondence and requests for bids will be sent.

Contact e-mail: _____

Contact e-mail: _____

Contact e-mail: _____

1. How many years has your organization been in business under the current business name? _____

2. Organizational form (Partnership, Corporation, etc.): _____

3. Names of Principals and official titles: _____

4. Indicate if you have ever been debarred from doing business with a governmental agency within the prior five year period: ____ Yes ____ No. If yes, explain: _____

5. Indicate if you have been involved in a mediation, arbitration, or lawsuit with a governmental agency related to performance of work as described herein (not employee related claims) during the prior five year period. ____ Yes ____ No. If yes, explain: ____

Below is a table of potential work/service categories that may be required. **CIRCLE ANY AND ALL CATEGORIES WHICH THE SERVICE PROVIDER OFFERS.** If there are any additional categories not listed but offered by the Service Provider, please insert those in the lines provided.

Carpentry	Drywall
Carpet and Vinyl floor covering.	Electrical
Chimney Cleaning	Equipment maintenance and repair, small tire repair
Concrete	Excavation and/or hauling
Doors	Fencing
Drain Cleaning and Repair	Septic Service
Flooring	Siding for houses, garages, sheds
General interior cleaning	Small motor repair or replacement
Hardwood floors	Sprinkler Systems – Farms
Heating and/or Air Conditioning	Sump Pumps
Irrigation Ditch Work	Welding, torch cutting.
Irrigation Sprinklers on Farms	Well Services – Irrigation and Domestic
Irrigation Pipelines on Farms	Windows, Glazing, Screens
Landscaping	House Inspection
Painting, exterior	Other: _____
Painting, interior	_____
Pest Control/Removal	_____
Plumbing	_____
Residential mowing	_____
Tree trimming/removal	_____
Roofing	
General Handyman Services	
Cleaning Services	
Any maintenance or repair work as required	

Past Performance and Experience:

- How long has the Service Provider been providing the services offered above: _____

2. Indicate if you have ever been debarred from doing business with a governmental agency within the prior five year period: ____ Yes ____ No. If yes, explain: _____

3. Indicate if you have been involved in a mediation, arbitration, or lawsuit with a governmental agency related to performance of work as described herein (not employee related claims) during the prior five year period. ____ Yes ____ No. If yes, explain: _____

4. Provide references: _____

Project Management and Capabilities:

1. Provide a list of key personnel (foremen, superintendents, project management) and their years of experience providing the above services:_____

Safety:

2. Describe the Service Provider's safety culture and plan: _____

3. Provide the Respondent's Workers' Compensation Experience Modification Rate Factor (EMRF) for the prior three (3) years, by year, and the three year average, from the National Council on Compensation Insurance, Inc. (NCCI, www.ncci.com). If Service Provider is not required to have Worker's Compensation Insurance, write n/a.

a. Year/Rate:_____

b. Year/Rate:_____

c. Year/Rate:_____

EXHIBIT B PROPOSAL FORM

T&M Rates:

For work to be compensated based on Time and Material (T&M) basis, respondent may either fill out the Price Lists below or respondent may submit their standard rate sheet. If a standard rate sheet is being submitted, note "Rate Sheet Attached" in the applicable Price Lists below.

1. Labor. List the fully burdened labor hourly rates for both regular time and overtime for all categories (job titles) of personnel who may be assigned to perform work under this agreement to be paid based on actual time worked. Rates shall include all insurances, fees, taxes, overhead, profit, etc.

Category	Regular Time Hourly Rate	Overtime Hourly Rate

Regular hours are defined as between _____ and _____, Monday through Friday except observed holidays. Overtime rates shall be in effect during all other times.

2. Equipment. List the billable rates for Service Provider's owned equipment for which Service Provider bills separately. Note that small tools, small equipment, and consumables which are not billed separately, such as drill bits, shop vacs, rags, fuel, oil, etc., are assumed to be covered by the Service Provider's percentage markup for overhead. (This category does not include rental equipment, which is to be billed as a reimbursable expense with the actual cost documented by rental invoices. Nor does it include equipment to be incorporated into the work, such as air conditioning units, pumps, etc. Such equipment is a reimbursable expense, and the cost will be documents by manufacturers' or suppliers' invoices.) State whether or not the rate provided includes costs for the operator's time or if the rate is solely for the equipment.

Rates provided shall include all costs for the equipment including, but not limited to, ownership costs, insurance, fuel, maintenance, overhead, profit, etc.

Equipment Category	Hourly Rate	Includes operator? (Y/N)

3. Material/Subcontractors. State the percentage markup to be charged in addition to the invoiced amount for material and/or subcontractors: _____%.

Unit Prices

If Service Provider bills for any discrete elements of work based on unit prices, list the unit prices and the applicable units of measure. These unit prices shall be inclusive of all labor, materials, supplies, equipment, insurance costs, overhead & profit, and any other costs necessary to provide the work complete in place. These prices will not be marked up. If unit prices have a minimum quantity, indicate in the space provided.

Description of Item	Price	Unit of Measure

Conflict of Interest Statement: Respondent shall fill out below disclosure pursuant to Thornton City Charter Section 7.4: No City Council member, member of a board or commission, Municipal Judge, City Manager, City Attorney, or employee of the City of Thornton, or any such person's family member, domestic partner, or person assuming a relationship being the substantial equivalent of the above, has an existing or pending direct or indirect financial, pecuniary, or personal interest in the respondent's firm or this Request for Qualifications and Proposals, except as follows (list, if any, or if none so state): _____

Emergency Response: Indicate anticipated response time needed from receipt of an emergency call to arrival on site ready to commence remedial work. Assume response location is Ault, CO. If respondent is unable to provide emergency response, indicate "None". _____ Hours