

CITY OF FORT COLLINS

INVITATION TO BID

BID #5338
PLUMBING CONTRACTOR - ANNUAL

BID OPENING: NOVEMBER 19, 1998, 3.00P.M. (our clock)

Sealed bids will be received and publicly opened at the office of the Director Of Purchasing and Risk Management, PO Box 580, 256 West Mountain Avenue, Fort Collins, Colorado 80522, at the time and date noted on the bid proposal and/or contract documents

Bids must be received at the Purchasing Office prior to 3:00p m. (our clock), November 19, 1998.

A copy of the Bid may be obtained as follows:

- 1 Call the Purchasing Fax-line, 970-416-2033 and follow the verbal instruction to request document #25338
- 2 Download the Bid from the Purchasing Webpage, Current Bids page, at www.ci.fort-collins.co.us/CITY_HALL/PURCHASING then via the Current Bids pushbutton
- 3 Come by Purchasing at 256 W Mountain Ave, Fort Collins, and request a copy of the Bid

Special Instructions

All bids must be properly signed by an authorized representative of the company with the legal capacity to bind the company to the agreement. Bids may be withdrawn up to the date and hour set for closing. Once bids have been accepted by the City and closing has occurred, failure to enter into contract or honor the purchase order will be cause for removal of supplier's name from the City of Fort Collins' bidders list for a period of twelve months from the date of the opening. The City may also pursue any remedies available at law or in equity. Bid prices must be held firm for a period of forty-five (45) days after bid openings.

Submission of a bid is deemed as acceptance of all terms, conditions and specifications contained in the City's specifications initially provided to the bidder. Any proposed modification must be accepted in writing by the City prior to award of the bid.

Only bids properly received by the Purchasing Office will be accepted. All bids should be clearly identified by the bid number and bid name contained in the bid proposal.

No proposal will be accepted from, or any purchase order awarded, to any person, firm or corporation in default on any obligation to the City.

Bids must be furnished exclusive of any federal excise tax, wherever applicable

Bidders must be properly licensed and secure necessary permits wherever applicable

Bidders not responding to this bid will be removed from our automated vendor listing for the subject commodities

The City may elect where applicable, to award bids on an individual item/group basis or on a total bid basis, whichever is most beneficial to the City. The City reserves the right to accept or reject any and all bids, and to waive any irregularities or informalities

Sales prohibited/conflict of interest no officer, employee, or their dependent or person residing in and sharing the expenses of their household, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services. This rule also applies to subcontracts with the City. This shall not apply to members of any authority, board, committee or commission of the city, other than the members of the City Council. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Fort Collins is prohibited. Any vendor knowing of this type of activity is encouraged to report in confidence to the Director of Purchasing and Risk Management, Director of Finance, City Attorney or City Manager so the matter can be dealt with

Freight terms unless otherwise noted, all freight is F O B Destination, Freight Prepaid. All freight charges must be included in prices submitted on proposal

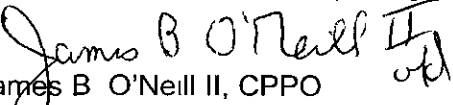
Discounts any discounts allowed for prompt payment, etc, must be reflected in bid figures and not entered as separate pricing on the proposal form

Purchasing restrictions your authorized signature of this bid assures your firm's compliance with the City's purchasing restrictions. A copy of the resolutions are available for review in the Purchasing Office or the City Clerk's Office

Cement restrictions City of Fort Collins Resolution 91-121 requires that suppliers and producers of cement or products containing cement to certify that the cement was not made in cement kilns that burn hazardous waste as a fuel

Collusive or sham bids any bid deemed to be collusive or a sham bid will be rejected and reported to authorities as such. Your authorized signature of this bid assures that such bid is genuine and is not a collusive or sham bid

Bid results for information regarding results for individual bids send a self-addressed, self-stamped envelope and a bid tally will be mailed to you. Bid results will be posted in our office 7 days after the bid opening


James B. O'Neill II, CPPO
Director of Purchasing and Risk Management

CITY OF FORT COLLINS

BID PROPOSAL

BID #5338

BID OPENING: 1998 3:00 p.m. (our clock)

WE HEREBY ENTER OUR BID FOR THE CITY OF FORT COLLINS' REQUIREMENTS FOR **Plumbing Contractor - Annual Bid** PER THE BID INVITATION AND ANY REFERENCED SPECIFICATIONS

Service Provider will perform repair, maintenance, and minor installation plumbing services for the City of Fort Collins. Needed services during the contract period will be requested through issuance of work orders. There is no guaranteed minimum amount of services to be ordered. No work order exceeding \$50,000 will be issued. The City reserves the right to supply any or all materials. The service provider will occasionally be required to work non-traditional hours, i.e. Hours other than 8:00 am to 5:00 p.m., Monday through Friday. This contract shall be administered by the Facilities Division, but may be utilized by other City Departments.

1 Service Provider to

- A Provide normal services as established in the work order. Provide emergency or urgently requested services within 2 (two) hours of request.
- B Carry insurance levels and provide bonding as required in the attached Services Agreement.
- C Provide an after normal work hours phone number to be used by the City to request emergency or urgently needed services.
- D Clean-up the job site at the end of each day and at work completion.
- E Obtain any needed permits for repair or installation work.
- F Provide proof of personnel qualifications, to include but not limited to copies of licenses, school certificates, letters of reference, etc.
- G Provide evidence of having adequate and sufficient equipment to perform quality services.
- H Move and reset all furnishings which may interfere with doing the work.

2 Bidder Qualification Bidder must have

- A A minimum of five (5) years of consistent experience in commercial plumbing work
At least three (3) years experience in institutional and, or, industrial remodel projects where contractor's trades people have worked in close proximity to administrative employees
Work must be performed by contractors payroll employees unless otherwise approved by the City
Hold a master license or have on staff

3 Work Order Procedure

- A All job estimates must be submitted on a unit price basis consistent with the prices established in the Methods of Award/Bid Schedule section
- B Contractor will invoice for all jobs completed on a unit price basis with the prices established in the Method of Award/Bid Schedule section, including appropriate mark up on materials, if any Material invoices must be included with the billing invoices

The contractor may be required, by the City user Department Representative, to submit for review a breakdown of hours worked per man/day for journeyman and/or helpers on any project or item of work requested

- C Work order number must be included on the billing invoices

4 Hourly rates charged for work ordered under this Agreement will be

- A Normal Hours (From _____ a m to _____ p m)
\$ _____ per hour (Journeyman) \$ _____ per hour (apprentice)

- B Overtime Rates
\$ _____ per hour (journeyman) \$ _____ per hour (apprentice)

- C Material Costs

The maximum material mark-up that the City will pay is

<\$500 10%

>\$500 8%

2 Please indicate what your company mark-up will be whether it is the same or less

Cost plus _____ percent for individual materials costing more <than \$500

Cost plus _____ percent for individual materials costing less >that \$500

Material invoices are to be included with billing statements

5 Service Agreement

Contractor must enter into the attached services agreement (SAMPLE) and provide the required insurance. This agreement is effective for one year from the date on the service agreement. At the option of the City, the Agreement may be extended for additional one year periods not to exceed four (4) additional one year periods. Pricing changes shall be negotiated by and agreed to by both parties and may not exceed the Denver - Boulder CPI-U as published by the Colorado State Planning and Budget Office. Written notice of renewal shall be provided to the Service Provider and mailed no later than ninety (90) days prior to contract end.

6 Method of Award

Award will be based upon (1) the most favorable total cost for the labor and material requirement stated below and (2) the Service Provider meeting the requirements of the Service Agreement.

16 Hours X \$ _____ (Normal hourly rate for Journeyman)	= \$ _____
12 Hours X \$ _____ (Normal hourly rate for Apprentice)	= \$ _____
5 Hours X \$ _____ (Overtime hourly rate for Journeyman)	= \$ _____
4 Hours X \$ _____ (Overtime hourly rate for Apprentice)	= \$ _____
\$450 in Materials X 1 _____%	= \$ _____
\$800 (Individual material item) X 1 _____%	= \$ _____

TOTAL COSTS = \$ _____

FIRM NAME _____

SIGNATURE _____

PRINTED NAME _____

ADDRESS _____

PHONE/FAX # _____

EXHIBIT C

YEAR 2000 COMPLIANCE CERTIFICATION AND INDEMNITY

Section 1 Contractor hereby certifies that all information resources or systems to be provided or used in connection with the performance of this Agreement are "Year 2000 Compliant" except as otherwise expressly described in Section 2, below "Year 2000 Compliant" shall mean that information resources meet the following criteria

a Data structures (e g , databases, data files) provide 4-digit date century recognition For example, "1996" provides date century recognition, "96" does not

b Stored data contains date century recognition, including (but not limited to) data stored in databases and hardware/device internal system dates

c Calculations and programs logic accommodate both same century and multi-century formulas and date values Calculations and logic include (but are not limited to) sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values

d Interfaces (to and from other systems or organizations) prevent non-compliant dates and data from entering any state system

e User interfaces (i e , screens, reports, etc) accurately show 4 digit years

f Year 2000 is correctly treated as a leap year within all calculation and calendar logic

Section 2 Contractor has identified the following information resources or systems that will be provided or used in connection with the performance of this Agreement that are not, or will not by December 1, 1998, be Year 2000 Compliant

Section 3

a Contractor hereby certifies that the instances of information resources or systems not Year 2000 Compliant identified in Section 2, above, will be Year 2000 Compliant no later than December 1, 1998, and that Contractor shall notify the City of the status of Year 2000 Compliance for such resources or systems upon the earlier of the date Year 2000 Compliance is achieved or on June 30, 1999

b Contractor hereby certifies that the instances of information resources or systems identified in Section 2, above, as not Year 2000 Compliant, and for which Year 2000 Compliance is or will not be achieved by December 1, 1998, are not related to and do not impair the performance by Contractor of the terms of this Agreement, and do not produce new non-compliant information resources or systems

Section 4 Contractor agrees to notify the City immediately of any information resources or systems that are not Year 2000 Compliant upon encountering the same in connection with the performance of the Agreement, including without limitation any information resources or systems in use by Contractor in the performance of the Agreement or information resources or systems of the City regarding which Contractor obtains information in the course of its performance of the Agreement

Section 5 Contractor agrees to permit examination, by the City or agents thereof, of any and all information resources and systems in use in connection with this Agreement, and related Year 2000 Compliance implementation plans, in order to evaluate Year 2000 Compliance and potential implications of the same for the City and for performance of the Agreement

Section 6 The Contractor shall indemnify and hold harmless the City, and its officers, agents and employees, from and against all claims, damages, losses, and expenses, including attorneys fees, arising out of or resulting from the Contractor's failure to disclose instances of information resources or systems that are not Year 2000 Compliant, or failure to comply with the terms of this Exhibit C