



CITY OF FORT COLLINS

INVITATION TO BID

BID #5245

BID OPENING: FEBRUARY 17, 1998, 3:00pm (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 FEBRUARY 17, 1998, 3:00pm (our clock)

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 #5245
- 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 Bids may be withdrawn up to the date and hour set for closing.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 #5245

BID OPENING: February 17, 1998, 3:00 (our clock)

WE HEREBY ENTER OUR BID FOR THE CITY OF FORT COLLINS' REQUIREMENTS FOR **FOURTH OF JULY FIREWORKS** PER THE BID INVITATION AND ANY REFERENCED SPECIFICATIONS

The City of Fort Collins is soliciting bids for a July 4th fireworks display. Bids will be opened at 3:00 P.M. (our clock), February 17, 1998, at the Office of the Director of Purchasing and Risk Management, 256 West Mountain Avenue, P.O. Box 580, Fort Collins, CO 80522. Bid #5245.

Specifications:

1 Weather Conditions

The fireworks display shall be ready to start on July 4th at 9:30 p.m. and last for a duration of twenty minutes, provided the weather permits a display. It is mutually understood and agreed, that should inclement weather prevent the display on July 4th, a meeting with the City representative and the contractor will be held to discuss the postponement dates. It is agreed and understood by the City and the contractor that in the event the fireworks have been taken out and set up before the inclement weather prevails, then such exhibitions of fireworks must be carried out in the best possible manner without any deductions from the compensation due the contractor.

2 Contractor's Personnel

The contractor shall furnish trained personnel authorized to serve as their agents in presenting the fireworks displays. The Contractor shall furnish a crew of adequate size trained in the presentation of fireworks displays to perform all duties necessary for the set up, presentation, and clean up of the fireworks display. The Contractor shall appoint a crew foreman, who shall be duly authorized to serve as their agent and make any decision necessary during the set up, presentation, and clean up of the fireworks display. The crew shall arrive at least thirty-six (36) hours prior to the event.

The Park Supervisor, Bob Loeven, shall be contacted at least forty-five (45) days prior to the event with the name of the pyrotechnician responsible for shooting the show. Further, it shall be the responsibility of the pyrotechnician to contact the Park Supervisor at least thirty (30) days prior to the event to discuss any issues that need to be finalized.

3 Shooting Site

The show will be shot from a peninsula on the west side of Sheldon Lake in City Park. The

peninsula is 42' x 69' in size. The closest building is the fire station at 317 S Bryan, 200' away. This site allows for a 300' minimum distance to the spectators.

4 City Provisions

If the contractor gives the City 10 days prior written notice, the City of Fort Collins will provide 12 yards of sand and will dig an appropriately sized trench for the placement of larger mortars. The City will not provide any other labor, material, or equipment for this project unless specifically noted herein.

5 Police Protection and Permits

The City will provide police barricades for the area. The contractor must obtain a Public Display of Fireworks Permit and adhere to the Uniform Fire Code 1991 or current issue and NFPA 1123.

6 City Representative

The City hereby appoints the Poudre Fire Authority designate as its representative. The city representative will coordinate with the contractor and the City. The City representative will be the final safety authority as to whether the show may be shot and may stop the show if, in his opinion, the safety of citizens and or the shooters is jeopardized.

7 Safety

The show must be a completely electronically shot show. The shooter must be at least 100' from the mortars while the show is shot. Only one shell per mortar tube will be allowed. No reloading of tubes will be allowed. Final mortar tube adjustment for wind direction will be made 30 minutes prior to the start of the show. No one other than the contractor will be allowed to handle the shells. Shooters should wear protective clothing, ie Nomex jumpsuit, or other suitable protective wear. No nylon clothing will be allowed.

8 Set Up

The display needs to be completely set up, tested, and inspected at least three (3) hours prior to the scheduled commencement time of 9:30 p.m. The mortar tubes must be set, backfilled, and ready for inspection twenty-four (24) hours prior to the scheduled commencement time.

9 Clean-up

The contractor will be responsible for cleanup and policing of the shooting site including the removal of all unexploded fireworks, removal of frames, mortars and other debris left as a result of the shooting of the fireworks display. The City of Fort Collins personnel will refill holes and distribute sand.

10 Insurance

The contractor shall maintain the statutory Worker's Compensation Insurance, and in addition,

Employer's Liability Insurance in an amount not less than \$1,000,000 for each occurrence for all of its employees to be engaged in work on the project under this agreement. In case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's compensation insurance and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

The Contractor shall maintain during the agreement such general liability and automobile liability insurance as will provide coverage for claims for damages for personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from performance of this agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance to be provided shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.

11 Reference

The contractor shall provide three references for similarly shot fireworks displays. The City reserves the right to reject the bid of contractors whose references reveal poor quality performance and presentation of fireworks displays furnished to clients in previous years.

12 Bid Award

A committee of City personnel will review the bids with award to be based on the best value display considering cost and attractiveness of the display in the sole opinion of the committee and the best interests of the City.

13 Contract Period

This Agreement shall commence April 1, 1998, and shall continue in full force and effect until March 31, 1999, unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for additional one (1) year periods not to exceed four (4) additional one (1) 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), of each renewal period.

14 Budget and Show Content

The budget for past years has been \$12,000 per year. The 1998 budget is approximately \$12,000 to \$14,000. This budget number is not guaranteed and may increase or decrease this year and renewed years. Contractor must provide a detailed description of the types of shells and display arrangement of the proposed show with the bid. If possible, contractor shall provide a video tape of past performances being similar in size and cost. The fireworks display show must truly be the highlight of our 4th of July celebration.

15 Misfires

A penalty of \$20 00 per shell shall be assessed for each misfire over a total of 10% of the total number of shells for the entire show. The Poudre Fire Authority designate will perform an inspection at the completion of the show, and prior to clean up, to assure adherence to this clause. This penalty shall be deducted from the final payment due the Contractor.

BID SCHEDULE

Bidder must provide a detailed description of the types of shells and display arrangement of the proposed show with the bid. The bidder agrees to furnish and electronically shoot a 4th of July fireworks display per the terms, conditions and specifications of Bid #5245 for the lump sum price of

\$ _____ Dollars (\$ _____)

Name of Firm _____

Address _____

Telephone # _____ Fax # _____

Signature _____

- 1) Include the name(s) of the supervising pyrotechnicians responsible for setup and firing of this display
- 2) Briefly outline the qualifications, background, years of experience, related schools, etc for each supervisor named
- 3) Provide a separate attachment describing your show and include any unique features, sequences, unusual shells or special effects used
- 4) Describe safety precautions/procedures you use
- 5) References

Include the names, phone numbers and addresses of at least three references you have furnished similar displays for preferably in the Colorado area

1 COMMERCIAL DETAILS

Invoice Address To ensure prompt Payment mail invoices in duplicate to
City of Fort Collins Accounting Division
P O Box 580
Fort Collins, CO 80522

Tax exemptions By statute the City of Fort Collins is exempt from state and
local taxes Our Exemption Number is 98-04502 Federal Excise Tax Exemption
Certificate of Registry 84-6000587 is registered with the Collector of Internal
Revenue, Denver, Colorado (Ref Colorado Revised Statutes 1973, Chapter
39-26, 114 (a))

Goods Rejected GOODS REJECTED due to failure to meet specifications, either
when shipped or due to defects of damage in transit, may be returned to you
for credit and are not to be replaced except upon receipt of written instructions
from the City of Fort Collins

Inspection GOODS are subject to the City of Fort Collins inspection on arrival

Final Acceptance Receipt of the merchandise, services or equipment in
response to this order can result in authorized payment on the part of the City
of Fort Collins However, it is to be understood that FINAL ACCEPTANCE is
dependent upon completion of all applicable required inspection procedures

Freight Terms Shipments must be F O B , City of Fort Collins, 700 Wood St ,
Fort Collins, CO 80522, unless otherwise specified on this order If permission
is given to prepay freight and charge separately, the original freight bill must
accompany invoice Additional charges for packing will not be accepted

Shipment Distance Where manufacturers have distributing points in various
parts of the country, shipment is expected from the nearest distribution point
to destination, and excess freight will be deducted from invoice when
shipments are made from greater distance

Permits Seller shall procure at sellers sole cost all necessary permits,
certificates and licenses required by all applicable laws, regulations, ordinances
and rules of the state, municipality, territory or political subdivision where the
work is performed, or required by any other duly constituted public authority
having jurisdiction over the work of vendor Seller further agrees to hold the
City of Fort Collins harmless from and against all liability and loss incurred by
them by reason of an asserted or established violation of any such laws,
regulations, ordinances, rules and requirements

Authorization All parties to this contract agree that the representatives are, in
fact, bona fide and possess full and complete authority to bind said parties
LIMITATION OF TERMS This Purchase Order expressly limits acceptance to
the terms and conditions stated herein set forth and any supplementary or
additional terms and conditions annexed hereto or incorporated herein by
reference Any additional or different terms and conditions proposed by seller
are objected to and hereby rejected

2 DELIVERY

PLEASE ADVISE PURCHASING AGENT immediately if you cannot make
complete shipment to arrive on your promised delivery date as noted Time is
of the essence Delivery and performance must be effected within the time
stated on the purchase order and the documents attached hereto No acts of
the Purchasers including, without limitation, acceptance of partial late
deliveries, shall operate as a waiver of this provision In the event of any delay,
the Purchaser shall have, in addition to other legal and equitable remedies, the
option of placing this order elsewhere and holding the Seller liable for damages
However, the Seller shall not be liable for damages as a result of delays due to
causes not reasonably foreseeable which are beyond its reasonable control and
without its fault of negligence, such acts of God, acts of civil or military
authorities, governmental priorities, fires, strikes, flood, epidemics, wars or
nots provided that notice of the conditions causing such delay is given to the
Purchaser within five (5) days of the time when the Seller first received
knowledge thereof In the event of any such delay, the date of delivery shall
be extended for the period equal to the time actually lost by reason of the
delay

3 WARRANTY

The Seller warrants that all goods, articles, materials and work covered by this
order will conform with applicable drawings, specifications, samples and/or
other descriptions given, will be fit for the purposes intended, and performed
with the highest degree of care and competence in accordance with accepted
standards for work of a similar nature The Seller agrees to hold the purchaser
harmless from any loss, damage or expense which the Purchaser may suffer
or incur on account of the Sellers breach of warranty The Seller shall replace,
repair or make good, without cost to the purchaser, any defects or faults
arising within one (1) year or within such longer period of time as may be

prescribed by law or by the terms of any applicable warranty provided by the
Seller after the date of acceptance of the goods furnished hereunder (acceptance
not to be unreasonably delayed), resulting from imperfect or defective work
done or materials furnished by the Seller Acceptance or use of goods by the
Purchaser shall not constitute a waiver of any claim under this warranty Except
as otherwise provided in this purchase order, the Sellers liability hereunder shall
extend to all damages proximately caused by the breach of any of the foregoing
warranties or guarantees, but such liability shall in no event include loss of
profits or loss of use NO IMPLIED WARRANTY OR MERCHANTABILITY OR OF
FITNESS FOR PURPOSE SHALL APPLY

4 CHANGES IN LEGAL TERMS

The Purchaser may make changes to legal terms by written change order

5 CHANGES IN COMMERCIAL TERMS

The Purchaser may make any changes to the terms, other than legal terms,
including additions to or deletions from the quantities originally ordered in the
specifications or drawings, by verbal or written change order If any such
change affects the amount due or the time of performance hereunder, an
equitable adjustment shall be made

6 TERMINATIONS

The Purchaser may at any time by written change order, terminate this
agreement as to any or all portions of the goods then not shipped, subject to
any equitable adjustment between the parties as to any work or materials then
in progress provided that the Purchaser shall not be liable for any claims for
anticipated profits on the uncompleted portion of the goods and/or work, for
incidental or consequential damages, and that no such adjustment be made in
favor of the Seller with respect to any goods which are the Sellers standard
stock No such termination shall relieve the Purchaser or the Seller of any of
their obligations as to any goods delivered hereunder

7 CLAIMS FOR ADJUSTMENT

Any claim for adjustment must be asserted within thirty (30) days from the date
the change or termination is ordered

8 COMPLIANCE WITH LAW

The Seller warrants that all goods sold hereunder shall have been produced,
sold, delivered and furnished in strict compliance with all applicable laws and
regulations to which the goods are subject The Seller shall execute and deliver
such documents as may be required to effect or evidence compliance All laws
and regulations required to be incorporated in agreements of this character are
hereby incorporated herein by this reference The Seller agrees to indemnify and
hold the Purchaser harmless from all costs and damages suffered by the
Purchaser as a result of the Sellers failure to comply with such law

9 ASSIGNMENT

Neither party shall assign, transfer, or convey this order, or any monies due or
to become due hereunder without the prior written consent of the other party

10 TITLE

The Seller warrants full, clear and unrestricted title to the Purchaser for all
equipment, materials, and items furnished in performance of this agreement
free and clear of any and all liens, restrictions, reservations, security interest
encumbrances and claims of others

11 NONWAIVER

Failure of the Purchaser to insist upon strict performance of the terms and
conditions hereof, failure or delay to exercise any rights or remedies provided
herein or by law, failure to promptly notify the Seller in the event of a breach
the acceptance of or payment for goods hereunder or approval of the design
shall not release the Seller of any of the warranties or obligations of this
purchase order and shall not be deemed a waiver of any right of the purchase
to insist upon strict performance hereof or any of its rights or remedies as to any
such goods, regardless of when shipped, received or accepted, as to any prior
or subsequent default hereunder, nor shall any purported oral modification or
rescission of this purchase order by the Purchaser operate as a waiver of any of
the terms hereof

12 ASSIGNMENT OF ANTITRUST CLAIMS

Seller and the Purchaser recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact borne by the Purchaser. Therefore, for good cause and as consideration for executing this purchase order, the Seller hereby assigns to the Purchaser any and all claims it may now have or hereafter acquired under federal or state antitrust laws for such overcharges relating to the particular goods or services purchased or acquired by the Purchaser pursuant to this purchase order.

13 PURCHASERS PERFORMANCE OF SELLERS OBLIGATIONS

If the Purchaser directs the Seller to correct nonconforming or defective goods by a date to be agreed upon by the Purchaser and the Seller, and the Seller thereafter indicates its inability or unwillingness to comply, the Purchaser may cause the work to be performed by the most expeditious means available to it, and the Seller shall pay all costs associated with such work.

The Seller shall release the Purchaser and its contractors of any tier from all liability and claims of any nature resulting from the performance of such work.

This release shall apply even in the event of fault or negligence of the party released and shall extend to the directors, officers and employees of such party.

The Seller's contractual obligations, including warranty, shall not be deemed to be reduced, in any way, because such work is performed or caused to be performed by the Purchaser.

14 PATENTS

Whenever the Seller is required to use any design, device, material or process covered by letter, patent, trademark or copyright, the Seller shall indemnify and save harmless the Purchaser from any and all claims for infringement by reason of the use of such patented design, device, material or process in connection with the contract, and shall indemnify the Purchaser for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution or after the completion of the work. In case said equipment, or any part thereof or the intended use of the goods, is in such suit held to constitute infringement and the use of said equipment or part is enjoined, the Seller shall, at its own expense and at its option, either procure for the Purchaser the right to continue using said equipment or parts, replace the same with substantially equal but non-infringing equipment, or modify it so it becomes non-infringing.

15 INSOLVENCY

If the Seller shall become insolvent or bankrupt, make an assignment for the benefit of creditors, appoint a receiver or trustee for any of the Seller's property or business, this order may forthwith be canceled by the Purchaser without liability.

16 GOVERNING LAW

The definitions of terms used or the interpretation of the agreement and the rights of all parties hereunder shall be construed under and governed by the laws of the State of Colorado, USA.

The following Additional Conditions apply only in cases where the Seller is to perform work hereunder, including the services of Seller's Representative(s), on the premises of others.

17 SELLERS RESPONSIBILITY

The Seller shall carry on said work at Seller's own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to the work and/or materials before Seller's final completion and acceptance, complete the work at Seller's own expense and to the satisfaction of the Purchaser. When materials and equipment are furnished by others for installation or erection by the Seller, the Seller shall receive, unload, store and handle same at the site and become responsible therefor as though such materials and/or equipment were being furnished by the Seller under the order.

18 INSURANCE

The Seller shall, at his own expense, provide for the payment of workers compensation, including occupational disease benefits, to its employees employed on or in connection with the work covered by this purchase order, and/or to their dependents in accordance with the laws of the state in which the work is to be done. The Seller shall also carry comprehensive general liability including, but not limited to, contractual and automobile public liability insurance with bodily injury and death limits of at least \$300,000 for any one person, \$500,000 for any one accident and property damage limit per accident of \$400,000. The Seller shall likewise require his contractors, if any, to provide for such compensation and insurance. Before any of the Seller's or his contractors' employees shall do any work upon the premises of others, the Seller shall furnish the Purchaser with a certificate that such compensation and insurance have been provided. Such certificates shall specify the date when such compensation and insurance have been provided. Such certificates shall

specify the date when such compensation and insurance expires. The Seller agrees that such compensation and insurance shall be maintained until after the entire work is completed and accepted.

19 PROTECTION AGAINST ACCIDENTS AND DAMAGES

The Seller hereby assumes the entire responsibility and liability for any and all damage, loss or injury of any kind or nature whatsoever to persons or property caused by or resulting from the execution of the work provided for in this purchase order or in connection herewith. The Seller will indemnify and hold harmless the Purchaser and any or all of the Purchaser's officers, agents and employees from and against any and all claims, losses, damages, charges or expenses, whether direct or indirect, and whether to persons or property to which the Purchaser may be put or subject by reason of any act, action, neglect, omission or default on the part of the Seller, any of his contractors, or any of the Seller's or contractors' officers, agents or employees. In case any suit or other proceedings shall be brought against the Purchaser, or its officers, agents or employees at any time on account or by reason of any act, action, neglect, omission or default of the Seller or any of his contractors or any of its or their officers, agents or employees as aforesaid, the Seller hereby agrees to assume the defense thereof and to defend the same at the Seller's own expense, to pay any and all costs, charges, attorneys' fees and other expenses, any and all judgments that may be incurred by or obtained against the Purchaser or any of its or their officers, agents or employees in such suits or other proceedings, and in case judgment or other lien be placed upon or obtained against the property of the Purchaser, or said parties in or as a result of such suits or other proceedings, the Seller will at once cause the same to be dissolved and discharged by giving bond or otherwise. The Seller and his contractors shall take all safety precautions, furnish and install all guards necessary for the prevention of accidents, comply with all laws and regulations with regard to safety including, but without limitation, the Occupational Safety and Health Act of 1970 and all rules and regulations issued pursuant thereto.

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