

CITY OF FORT COLLINS

INVITATION TO BID

BID #5347
CRACK SEALANT MATERIAL

BID OPENING: DECEMBER 7, 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, 256 West Mountain Avenue, Fort Collins, Colorado 80521, at the time and date noted on the bid proposal and/or contract documents

Bids must be received at the Purchasing Office prior to 3:00 p.m. (our clock), December 7, 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 #25347
- 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 Bids may be withdrawn up to the date and hour set for closing.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

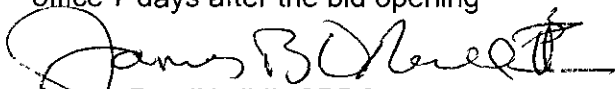
Discounts any discounts allowed for prompt payment, etc , must be reflected in bid figures and not entered as separate pricing on the proposal form

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 #5347

BID OPENING: CRACK SEALANT MATERIAL, DECEMBER 7, 1998, 3:00 p.m (our clock)

WE HEREBY ENTER OUR BID FOR THE CITY OF FORT COLLINS' REQUIREMENTS FOR **CRACK SEALANT MATERIAL** PER THE BID INVITATION AND ANY REFERENCED SPECIFICATIONS

Cost per pound must include delivery to 625 9th St , Fort Collins, CO 80524 Complete product literature must accompany all bids

Material must be easy to handle in cold weather months and suited for application in northern Colorado climate variances The material must not contain sand, fiber or any abrasive material that will cause damage or clogging of the application equipment

Contractor must enter into the attached services agreement (SAMPLE) 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 two (2) 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

CRACK SEAL SPECIFICATION

GENERAL DESCRIPTION

Sealant must be a single component asphalt rubber sealant which meets specification requirements of ASTM 3405 "Concrete Joint Sealer, Hot-Poured Elastic Type " The sealant must be supplied in solid form, pre-blended, pre-reacted, containing not less than three percent ground reclaimed rubber, and not to exceed five percent ground reclaimed rubber per individual packaged volume Must meet 3405 specifications in boxed package form which, when melted and properly applied (not exceeding package's recommended temperature restrictions) will form a resilient and adhesive compound which will effectively seal cracks in both asphalt and concrete pavements Material must be highly adhesive and bond strongly to pavement cracks and joints When properly applied, will form a long lasting seal which resists tracking during summer months, and cracking during the winter months

APPLICATION

Application method will be a pressure feed melter application machine

PHYSICAL PROPERTIES AND SPECIFICATION CONFORMANCE

Product must meet the requirements of ASTM D3405, exceeding the specification for ASTM D1190, M173, and Federal specification SS-S-164 for products containing reclaimed rubber

PACKAGING

- Individual boxes of sealants which are palletized
- ALL boxes contain a non-adherent film for easy sealant removal
- Prefer individual box weights to be 35lbs or less

WARRANTY

Standard 12 month warranty from date of delivery

Agreement Upon Delivery

Material purchased may be tested for quality of standard laid out in specified requirements by Colorado State Laboratories

BID SCHEDULE

100,000 lbs Crack sealant material per attached Specification

\$ _____/lb \$ _____/Total Del/wks ARO _____

Mfg & Mfg # _____

Material bid meets or exceed the referenced specifications YES ___ NO ___ If not, please explain on a separate sheet and attach to your bid documents

FIRM NAME _____

SIGNATURE _____ PRINTED NAME _____

ADDRESS _____

PHONE # _____ FAX# _____

SERVICES AGREEMENT

THIS AGREEMENT made and entered into the day and year set forth below by and between THE CITY OF FORT COLLINS, COLORADO, a Municipal Corporation, hereinafter referred to as the "City" and _____, hereinafter referred to as "Service Provider"

WITNESSETH

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows

1 Scope of Services The Service Provider agrees to provide services in accordance with the scope of services attached hereto as Exhibit "A", consisting of 1 () page[s], and incorporated herein by this reference

2 The Work Schedule [Optional] The services to be performed pursuant to this Agreement shall be performed in accordance with the Work Schedule attached hereto as Exhibit "B", consisting of _____ () page[s], and incorporated herein by this reference

3 Time of Commencement and Completion of Services The services to be performed pursuant to this Agreement shall be initiated within _____ () days following execution of this Agreement. Services shall be completed no later than _____ Time is of the essence. Any extensions of the time limit set forth above must be agreed upon in a writing signed by the parties

4 Contract Period [Option 1] This Agreement shall commence upon the date of execution shown on the signature page of this Agreement and shall continue in full force and effect for one (1) year, unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for an additional period of one (1) year at the rates provided with written notice to the Professional mailed no later than ninety (90) days prior to contract end

4 Contract Period [Option 2] This Agreement shall commence upon sign. 199_, and shall continue in full force and effect until DEC 31 199_, unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for additional one year periods not to exceed 20 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.

5 Delay If either party is prevented in whole or in part from performing its obligations by unforeseeable causes beyond its reasonable control and without its fault or negligence, then the party so prevented shall be excused from whatever performance is prevented by such cause. To the extent that the performance is actually prevented, the Service Provider must provide written notice to the City of such condition within fifteen (15) days from the onset of such condition.

[Early Termination clause here as an option]

6 Early Termination by City/Notice Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Service Provider. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties.

All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following addresses:

City

Service Provider

In the event of early termination by the City, the Service Provider shall be paid for services

rendered to the date of termination, subject only to the satisfactory performance of the Service Provider's obligations under this Agreement. Such payment shall be the Service Provider's sole right and remedy for such termination.

7 Contract Sum. The City shall pay the Service provider for the performance of this Contract, subject to additions and deletions provided herein, the sum of _____ Dollars (\$ _____) [Option Cost Breakdown is attached Exhibit "C"]

8 City Representative. The City will designate, prior to commencement of the work, its representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the services provided under this agreement. All requests concerning this agreement shall be directed to the City Representative.

9 Independent Service provider. The services to be performed by Service Provider are those of an independent service provider and not of an employee of the City of Fort Collins. The City shall not be responsible for withholding any portion of Service Provider's compensation hereunder for the payment of FICA, Workmen's Compensation or other taxes or benefits or for any other purpose.

10 Personal Services. It is understood that the City enters into the Agreement based on the special abilities of the Service Provider and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Service Provider shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the City.

11 Acceptance Not Waiver. The City's approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement or cause of action arising out of performance of this Agreement.

12 Warranty

- (a) Service Provider warrants that all work performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature
- (b) Unless otherwise provided in the Agreement, all materials and equipment incorporated into any work shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be acceptable to City
- (c) Service Provider warrants all equipment, materials, labor and other work, provided under this Agreement, except City-furnished materials, equipment and labor, against defects and nonconformances in design, materials and workmanship/workwomanship for a period beginning with the start of the work and ending twelve (12) months from and after final acceptance under the Agreement, regardless whether the same were furnished or performed by Service Provider or by any of its subcontractors of any tier Upon receipt of written notice from City of any such defect or nonconformances, the affected item or part thereof shall be redesigned, repaired or replaced by Service Provider in a manner and at a time acceptable to City

13 Default Each and every term and condition hereof shall be deemed to be a material element of this Agreement In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default thereof

14 Remedies In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages, (b) treat the Agreement as continuing and require specific performance, or (c) avail himself of any other remedy at law or equity If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default

15 Binding Effect This writing, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees,

agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties

16 Indemnity/Insurance a The Service Provider agrees to indemnify and save harmless the City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance of any service hereunder

b The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property

c Without limiting any of the Service Provider's obligations hereunder, the Service Provider shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement of the type and with the limits specified within Exhibit ____, consisting of _____ (____) pages[s], attached hereto and incorporated herein by this reference The Service Provider before commencing services hereunder, shall deliver to the City's Director of Purchasing and Risk Management, 256 West Mountain Avenue, Fort Collins, Colorado 80521 one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the City

17 Entire Agreement This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties Covenants or representations not contained in this Agreement shall not be binding on the parties

18 Law/Severability The laws of the State of Colorado shall govern the construction interpretation, execution and enforcement of this Agreement In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement

19 Special Provisions [Optional] Special provisions or conditions relating to the

services to be performed pursuant to this Agreement are set forth in Exhibit ____, consisting of ____ (____) page[s], attached hereto and incorporated herein by this reference

CITY OF FORT COLLINS, COLORADO
a municipal corporation

By _____
John F. Fischbach
City Manager

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

Date _____

ATTEST

City Clerk

APPROVED AS TO FORM

Assistant City Attorney

[Insert Corporation's name] or
[Insert Partnership name] or
[Insert individual's name]
Doing business as ____ [insert name of business]
By _____

PRINT NAME

CORPORATE PRESIDENT OR VICE PRESIDENT

Date _____
(Corporate Seal)

ATTEST

CORPORATE SECRETARY

EXHIBIT B

INSURANCE REQUIREMENTS

1 The Service Provider will provide, from insurance companies acceptable to the City, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Service Provider shall furnish the City with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement"

* "The insurance evidenced by this Certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the City of Fort Collins "

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Service Provider, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Service Provider under this Agreement. The City, its officers, agents and employees shall be named as additional insureds on the Service Provider's general liability and automobile liability insurance policies for any claims arising out of work performed under this Agreement.

2 Insurance coverages shall be as follows

A Workers' Compensation & Employer's Liability The Service Provider shall maintain during the life of this Agreement for all of the Service Provider's employees engaged in work performed under this agreement

- 1 Workers' Compensation insurance with statutory limits as required by Colorado law
- 2 Employer's Liability insurance with limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee

B Commercial General & Vehicle Liability The Service Provider shall maintain during the life of this Agreement such commercial general liability and automobile liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for each coverage, Commercial General and Vehicle, shall not be less than \$500,000 combined single limits for bodily injury and property damage.

In the event any work is performed by a subcontractor, the Service Provider shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.

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

07/24/98