

INVITATION TO BID

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 Office of the Director prior to the opening time (our clock).

SPECIAL INSTRUCTIONS

All bids must be 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 Bids may be withdrawn up to the date and hour set for opening. Once bids have been accepted by the City and opening time has passed, 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 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 Department will be accepted.

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.

All bids must be labeled with both the project name and bid number indicated on the bid proposal.

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

Bidders must be properly licensed and secure necessary permits wherever applicable.

Vendors not responding to requests for bid shall be removed from our automated listing for the requested commodities/services.

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 member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services

to be rendered. This rule also applies to subcontracts with the City. 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.

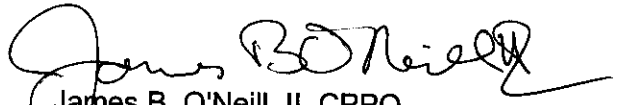
Freight Terms: Unless otherwise noted, all freight is F.O.B. destination, freight prepaid. All freight charges must be included in prices submitted on proposal.

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 on cement. A copy of the Resolution 91-121 is available for review in the Purchasing Division or the City Clerk's office.

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.


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

CITY OF FORT COLLINS

BID PROPOSAL

BID #5491
HAULING

BID OPENING: APRIL 18, 2000, 3:00 p.m. (our clock)

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

ATTENTION: SPECIAL INSTRUCTIONS

The City is changing procedures for signing of the Service Agreement and acquiring the insurance certificate. The Service Agreement that is included with the bid documents will become your contract. Please sign it. If any vendor wants a copy of their service agreement after the bid is awarded and signed by the City, please check below. The City is requiring the following to be included **with your bid**:

- 1) Copy of you insurance naming the City of Fort Collins as an additional insured
- 2) Your bid amount in the bid schedule. This will become your Exhibit "C" in the Service Agreement.
- 3) Please sign the Service Agreement and date it
- 4) All questions should be directed to John Stephen at (970) 221-6777

____ Please send my company a copy of the Service Agreement

SCOPE OF WORK

1. Vendor must be able to provide the equipment bid and a qualified driver Sunday through Saturday at any time, within one hour of being called by the City Representative. Phone contact with a company representative, qualified to dispatch equipment, must be available at all times. The City Representative will try to schedule night/weekend work in advance, if possible.
2. The equipment and the driver shall be used primarily to haul asphalt from various asphalt plants to the job site as directed by the City Representative. Material from the job site may also be hauled to various other job sites, or dump sites located around the City, as directed by the City Representative. Other City departments may use this bid for hauling.
3. All Drivers must have a valid CDL license, and be qualified to operate the equipment.
4. All equipment must comply with all DOT, CDL, and any other local/State/Federal requirements. Trucks must be equipped with an *effective* load covering tarp and asphalt apron

(asphalt lip).

5. All work shall be done in a professional, **SAFE**, courteous and efficient manner. The driver shall exercise the utmost courtesy to other drivers and pedestrians.
6. The City shall not be responsible for any equipment failures, damage to equipment, or maintenance required on the equipment. The vendor is responsible for all fuel required.
7. Any damage caused by the vendor's equipment or driver shall be the sole responsibility of the vendor. The vendor shall indemnify and hold harmless the City for any damage done by the vendor's equipment/driver to any member of the public, private property, and any part of the right-of-way. If City-owned equipment, or City employees directly cause any damage, the City will assume responsibility for the damage.
8. At no time whatsoever shall the driver be considered or become a City employee.
9. The City will not guarantee hours. Vendors will be used on an as-needed basis, depending on job site, availability and type of equipment.
10. Hours worked must be approved at the end of each day by the City Representative. Hours will be counted from the time of arrival on the job site (not from the time of notification), and will end after the last load is unloaded.
11. The City shall have the option to proceed with calling the next available vendor if the lowest vendor is not available. In case of a tie, the City Representative will alternate calling the tied vendors. Vendors who want to work for the City, but were not included in the original bid, will be added to the end of the list, regardless of price, upon approval by the City. When special conditions arise, the City shall have the option to choose the vendor to fit any special equipment needs.
12. At the option of the City, the Agreement may be extended for additional one year periods not to exceed three (3) 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 90 days prior to contract end.
13. The City does not intend to award to one vendor, but will issue multiple awards.

BID SCHEDULE #5491

You may attach a separate page with an equipment list. Please include Firm name on it .

EQUIPMENT	YR	MAKE	MODEL	CU.YDS.	HP	\$/HR.
TRACTOR/TRL	_____	_____	_____	_____	_____	\$ _____
TRUCKS	_____	_____	_____	_____	_____	\$ _____
	_____	_____	_____	_____	_____	\$ _____
	_____	_____	_____	_____	_____	\$ _____
TANDEM	_____	_____	_____	_____	_____	\$ _____
DUMP	_____	_____	_____	_____	_____	\$ _____
TRUCKS	_____	_____	_____	_____	_____	\$ _____
	_____	_____	_____	_____	_____	\$ _____
	_____	_____	_____	_____	_____	\$ _____
TANDEM	_____	_____	_____	_____	_____	\$ _____
DUMP	_____	_____	_____	_____	_____	\$ _____
TRUCKS	_____	_____	_____	_____	_____	\$ _____
WITH	_____	_____	_____	_____	_____	\$ _____
PUP	_____	_____	_____	_____	_____	\$ _____
	_____	_____	_____	_____	_____	\$ _____
	_____	_____	_____	_____	_____	\$ _____
OTHER	_____	_____	_____	_____	_____	\$ _____
EQUIPT	_____	_____	_____	_____	_____	\$ _____
(LIST TYPE)	_____	_____	_____	_____	_____	\$ _____
	_____	_____	_____	_____	_____	\$ _____
	_____	_____	_____	_____	_____	\$ _____

Failure to provide said equipment with qualified drivers as listed in the bid submitted may result in the removal of the vendor's name from the City's bidding list for a period of three years.

FIRM NAME _____
 Are you a Corporation, Partnership, DBA, LLC, or PC

SIGNATURE _____

PRINT 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 two (2) pages, and incorporated herein by this reference.

2. Contract Period. This Agreement shall commence April 15, 2000, and shall continue in full force and effect until April 1, 2001, 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 three (3) 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.

3. 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

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notice to the City of such condition within fifteen (15) days from the onset of such condition.

4. 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:
City of Fort Collins Streets Dept.
Bruce Juelfs
P. O. Box 580
Fort Collins, CO 80522

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.

5. Contract Sum. The City shall pay the Service provider for the performance of this Contract, subject to additions and deletions provided herein, the sum as stated in the Bid Schedule, cost breakdown is attached as Exhibit "C", consisting of _____ () pages, and incorporated herein by this reference.

6. 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.

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7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

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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 B, consisting of one (1) pages, 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.

15. 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.

16. 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.

17. Special Provisions. Special provisions or conditions relating to the services to be performed pursuant to this Agreement are set forth in Exhibit D, consisting of one (1) page, attached hereto and incorporated herein by this reference.

CITY OF FORT COLLINS, COLORADO
a municipal corporation

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

Date: _____

[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.