

CITY OF FORT COLLINS

BID PROPOSAL

BID #5355

BID OPENING: JANUARY 25, 1999, 3:00 p.m. (our clock)

WE HEREBY ENTER OUR BID FOR THE CITY OF FORT COLLINS' REQUIREMENTS FOR **PLUMBER, INSIDE WATER METER - Annual Bid** PER THE BID INVITATION AND ANY REFERENCED SPECIFICATIONS:

The City of Fort Collins is requesting bids for a contractor to provide a plumber to install copperhorns and water meters in homes and businesses as part of the City's Mandatory Metering Program.

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.

For Technical questions, please call Lee McMahon, Metering Contract Administrator at (970) 221-6759.

For Purchasing/contract questions, please call John Stephen, CPPB, Buyer at (970) 221-6775.

**Bid Schedule**

Contractor will provide qualified Journey Level Plumber per scope of work for:

Hourly rate \$ 34.00 /hr Overtime Hourly rate \$ 46.00 /hr

FIRM NAME Willard Wright Plumbing and Heating, Inc.

SIGNATURE Willard Wright

PRINTED NAME Willard Wright

ADDRESS 1556 Riverside Ave Ft. Collins, CO 80524

PHONE/FAX # 484-0764 / 484-0768

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:

*Willard Wright*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

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**BID OPENING: JANUARY 25, 1999, 3:00 p.m. (our clock)**

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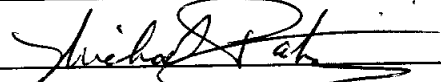
For Purchasing/contract questions, please call John Stephen, CPPB, Buyer at (970) 221-6775.

**Bid Schedule**

Contractor will provide qualified Journey Level Plumber per scope of work for:

Hourly rate \$ 45<sup>00</sup> /hr Overtime Hourly rate \$ 67.50 /hr

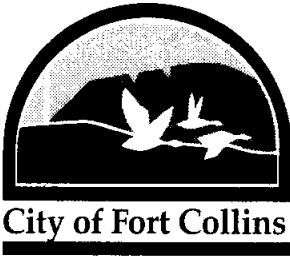
FIRM NAME PATRICK PLUMBING & HEATING

SIGNATURE 

PRINTED NAME MICHAEL PATRICK

ADDRESS 2200 SILVER OAKS DR.

PHONE/FAX # 970-225-2282 (PHONE) — 970-225-0822 (FAX)



CITY OF FORT COLLINS

INVITATION TO BID

BID #5355

PLUMBER, INSIDE WATER METER

**BID OPENING: JANUARY 25, 1999, 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), January 25, 1999.**

**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 #25355. (The Bid # must be preceded by a 2)
2. Download the Bid from the Purchasing Webpage, Current Bids page, at: [www.ci.fort-collins.co.us\CITY\\_HALL\PURCHASING](http://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 will be mailed to you. Bid envelope and a bid tally 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**

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Contractor will provide qualified Journey Level Plumber per scope of work for:

**Hourly rate \$ \_\_\_\_\_/hr Overtime Hourly rate \$ \_\_\_\_\_/hr**

FIRM NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE/FAX # \_\_\_\_\_

## SCOPE OF WORK AND CONTRACT REQUIREMENTS:

The Contractor shall provide the City of Fort Collins with the services of a qualified Journey Level Plumber to install copperhorns and water meters in homes and businesses as part of the City's Mandatory Metering Program. The plumber may also participate in projects related to the installation and maintenance of water meters as directed by the City Representative.

The Plumber shall be available for a typical workday of 8 hours per day, Monday through Friday, excluding City holidays. In addition, the plumber will be required to work late appointments one evening per week, every other week, from 3:30 P.M. to approximately 6:30 P.M. and one Saturday per month from 7:00 A.M. – 3:30 P.M. The typical workday will consist of 5 installation appointments per day, lasting approximately 1½ hours each. In the event the Contractor's normally scheduled plumber is unable to fulfill the scheduled work, the Contractor will be responsible for providing a qualified substitute Journey Level Plumber.

The City of Fort Collins shall provide all tools and materials. The City shall also provide a driver and transportation to the job sites. The plumber shall accompany a Water Systems Operator in a City vehicle.

The Contractor shall guarantee all workmanship for a period of two years from installation date. The Contractor will provide emergency services related to a faulty meter installation within one hour of notification by the City, and will hold the City harmless of any damages to personal property occurring as a result of a faulty installation with regard to labor / workmanship.

All meter installations will comply with the City of Fort Collins Water Utility Standard Construction Specifications. It is the responsibility of the contractor to be familiar with these specifications. All plumbing work done for the City of Fort Collins will meet the requirements of the Uniform Plumbing Code.

The Contractor shall submit a work order / invoice with a duplicate copy on a daily basis. Labor for a typical workday will be based on eight hours. Hours worked beyond 8 hours per day will be billed as overtime. Hours worked beyond 40 hours per week will be billed as overtime.

The Contractor shall provide a competent Journey Level Plumber(s) to perform the work. The City of Fort Collins Representative will interview the plumber(s) from the successful bidder's organization to ensure suitability before a Notice to Proceed is issued. The Contractor must provide evidence that each plumber is properly insured.

If the Contractor's worker appears to be incompetent or acts in a disorderly or improper manner, such person(s) shall be removed from the work upon request of the City of Fort Collins' Representative.

The plumber must meet the following standards:

- ◆ Certified Journey Level Plumber (a copy of the Certificate must be provided to the Utility)



- ◆ Must be able to communicate effectively with the City's Representative's and customers, maintaining a positive attitude at all times.
- ◆ Must be physically prepared to crouch, stoop, kneel and bend for extended periods of time.
- ◆ Must be able to lift up to 75 pounds.
- ◆ Must be able to work independently in cramped areas, such as residential crawl spaces.
- ◆ Must maintain safe working conditions at all times and wear any safety equipment required to complete the tasks in the appropriate manner.
- ◆ Must maintain a neat, clean and presentable appearance.
- ◆ Must maintain a clean work site and haul away any debris or excess material remaining as an end product of the work performed.

## 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:

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