



Administrative Services
Purchasing Division

CITY OF FORT COLLINS
INVITATION TO BID
BID 5957
MAPO TRAFFIC SIGN POSTS

BID OPENING: 3:00 p.m. (our clock), February 13, 2006

Sealed bids will be received and publicly opened at the office of the Director of Purchasing and Risk Management, PO Box 580, 215 North Mason St., 2nd floor, Fort Collins, Colorado 80522, at the time and date noted on the bid proposal and/or contract documents. If delivered, they are to be sent to 215 North Mason Street, 2nd Floor, Fort Collins, Colorado 80524. If mailed, the address is P.O. Box 580, Fort Collins, 80522-0580.

The Agencies including Cities of Fort Collins, Denver, Loveland, Aurora, Lakewood, Longmont, Arvada, Englewood and Counties of Adams, Arapahoe, Boulder, and Jefferson acting collectively through their authorized procurement officials respectfully request sealed Bids for the purchase of sign posts and delineator posts.

Bids shall be in a sealed envelope, plainly marked "MAPO BID #5957-06-143 TRAFFIC SIGN POST."

Bids must be received at the Purchasing Office prior to 3:00 p.m. (our clock), February 13, 2006.

Questions regarding bid submittal or process should be directed to John D. Stephen, CPPO, CPPB, Senior Buyer (970) 221-6777.

A copy of the Bid may be obtained as follows:

1. Download the Bid from the Purchasing Webpage, Current Bids page, at:
<https://secure2.fcgov.com/bsol/login.jsp>.
2. Come by Purchasing at 215 North Mason St., 2nd floor, 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 Bids may be withdrawn up to the date and hour set for closing.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 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. A copy of the resolutions is available for review in the Purchasing Office or the City Clerk's Office. Request Resolution 91-121 for cement restrictions.

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, FNIGP
Director of Purchasing and Risk Management
Hosting Agency – City of Fort Collins



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James B. O'Neill II, CPPO, FNIGP
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I. INSTRUCTIONS TO BIDDERS

1. BID OPENING AND AWARD

Bids will be examined promptly after opening, and an abstract will be provided upon request. (Supply a self addressed, stamped envelope with your Bid.) **NO BID RESULTS WILL BE GIVEN OVER THE TELEPHONE.** No Bid may be withdrawn for a period of sixty (60) calendar days of the Bid Opening date.

2. AGENCIES

The Host Agency is the Agency who is facilitating this Bid. Agencies is defined as the Agencies participating in the Bid.

3. BIDDER QUALIFICATIONS

No Bid shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to any participating Agency, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the Agencies or that is deemed irresponsible or unreliable by the individual Agencies. If requested, Bidders shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service Bid upon and that they have the necessary financial resources to provide the proposed supply/service called for as described in the attached Technical Specifications.

4. BID FORM

Each Bidder must submit an original Bid and additional copies as required on the forms attached. The Bidder shall sign his Bid correctly, and the Bid may be rejected if it shows any omissions, alterations of the form, additions not called for, conditional Bid, or any irregularities of any kind.

In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

5. SPECIFICATION DEVIATIONS BY THE BIDDER

Any deviation from this specification **MUST** be noted in detail, and submitted in writing on the Bid Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications, will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Bids, the Bidder's name should be clearly shown on each document.

6. BIDDER REPRESENTATION

Each Bidder must sign the Bid with their usual signature and shall give their full business address on the form provided in this Bid. Bids by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter and shall have the corporate seal affixed thereto.

7. BROCHURES

Bids shall include adequate brochures, latest printed specifications and advertising literature, describing the product offered in such fashion as to permit ready comparison with our specifications on any item-by-item basis where applicable.

8. SPECIFICATION CHANGES, ADDITIONS AND DELETIONS

All changes in Bid documents shall be through written addendum and furnished to all Bidders. Verbal information obtained otherwise will NOT be considered in awarding of Bids.

9. BID CHANGES

Bids, amendments thereto, or withdrawal requests received after the time advertised for Bid Opening, will be void regardless of when they were mailed.

10. BASIS OF BID AWARD

Award of Bid shall be made to the lowest responsive, and responsible Bidder(s) meeting the specifications. The following is a partial list of the criteria that may be used in the award of this Bid.

- A. Superior quality and adherence to specifications
- B. Adequate maintenance and service
- C. Delivery and/or completion time
- D. Guarantees and Warranties
- E. Company's reputation and financial status
- F. Past experience and cost with same or similar equipment or service
- G. Anticipated future cost and experience

11. INSURANCE

For SERVICES requiring contractor's presence on any Agency property, the successful Bidder shall, during the term of this Agreement and until completion thereof, provide and maintain the following minimum coverages:

Type of Insurance	Minimum Limits of Liability
Standard Workers' Compensation & Employers' Liability Including Occupations Disease Coverage	Statutory in conformance with the compensation laws of the State of Colorado
Comprehensive General Liability Insurance	\$ 150,000 each person; \$1,000,000 each occurrence
Comprehensive Automobile Liability Insurance	\$ 150,000 each person; \$1,000,000 each person
Umbrella Liability Coverage	\$1 million

The successful Bidder shall effect the insurance policies in a company or companies and in a form satisfactory to the Owner. Before commencing any performance under this Agreement, successful Bidder shall deliver, to each Agency, Certificates of Insurance issued by the insurance company, and/or its duly authorized agents pertaining to the aforementioned insurance, and certifying that the policies stipulated above are in full force and effect.

All policies and/or Certificates of Insurance shall include each individual entity as an additional named insured.

Nothing herein shall be deemed or construed as a waiver of any of the protections to which the Agencies may be entitled pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, C.R.S., as amended.

12. DELIVERY DATE

The delivery time, as stated in the Bid Form, shall be the time required to deliver the complete item after the receipt of the order or award of the Contract. Where multiple items appear on a Bid request, the Bidder shall, unless otherwise stated by the participating Agencies, show the delivery time for each item separately. If only a single delivery time is shown, it will be assumed to mean that all items included in the Bid can and will be delivered on or before the specified date. The Bidder agrees that the delivery will be completed in the time stated assuming that the time between the Bid Opening and the placing of the order, does not exceed the number of days so stipulated. The right is reserved to reject any Bid in which the delivery time indicated is considered sufficient to delay the operational needs for which the commodity/service is intended.

13. CASH DISCOUNTS

Cash discounts should be so stated on the Bid Form. Prices bid must, however, be based upon payment in thirty (30) days. In all cases, cash discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

14. TIE BIDS

In the case of tie Bids, the Agencies reserve the right to make the award based on the factors previously outlined in paragraph number ten.

15. BID REJECTION OR PARTIAL ACCEPTANCE

The Agencies reserve the right to reject any or all Bids. They further reserve the right to waive technicalities and formalities in Bids, as well as to accept in whole or in part such Bid or Bids where they deem it advisable in protection of the best interests of the Agencies.

16. INVOICES

Individual purchase orders will be assigned to the successful Bidder(s) from the participating Agencies in this Bid and each is to be invoiced separately. All invoices submitted must show the respective Agency's purchase order number.

17. PAYMENTS

Payments will be made for all goods/services delivered within 30 days of receipt and acceptance of delivery.

18. MODIFICATION, ADDENDA AND INTERPRETATIONS

Any apparent inconsistencies, or any matter seeming to require explanation or interpretation, must be inquired into by the Bidder at least 72 hours (excluding weekends and holidays) prior to the time set for the Bid Opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the Contract Documents and shall be acknowledged and dated on the Bid Form. All requests for information should be in writing or telephoned to the Host Agency.

19. LAWS AND REGULATIONS

All applicable State of Colorado and Federal laws, City and County ordinances, licenses and regulations of all Agencies having jurisdiction shall apply to the award throughout and incorporated here by reference.

20. SUBCONTRACTING

No portion of this Bid may be subcontracted without the prior written approval by each Agency.

21. TELEGRAPHIC/ELECTRONIC BID SUBMITTAL

Telegraphic and/or Bid offers sent by electronic devices are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their Bid either by air freight, postal service, or other means.

22. MISCELLANEOUS

The Agencies reserve the right, either collectively or separately, to reject any and all Bids or parts thereof. The participating Agencies reserve the right to inspect vendor's facilities prior to the award of this Bid. The Agencies reserve the right, either collectively or separately, to negotiate optional items with the successful Bidder.

23. COOPERATIVE BIDDING

Other governmental agencies may be extended the opportunity to purchase off this Bid with the agreement of the successful vendor(s) and the participating MAPO Agencies. Requests for participation of other Agencies will be coordinated by the MAPO Agency hosting the Bid. The Host Agency may notify the vendor(s) and the Agency wishing to participate, in writing.

II. TERMS AND CONDITIONS

1. MODIFICATION OF AGREEMENT

No modification of award shall be binding upon any participating Agency unless made in writing and signed by authorized agents of each participating Agency.

2. WARRANTIES

Bidder warrants that all articles, materials and work will conform within applicable drawings, specifications, samples and/or other descriptions given to Agencies, and will be free from defects. Without limitation of any rights which Agencies may have by reason of any breach of warranty, goods which are not as warranted may be returned at Bidder's expense at reasonable time after delivery, for either credit or replacement, as each participating Agency may direct.

3. OVERSHIPMENTS

Material shipped in excess of quantity ordered may be returned at Bidder's expense.

4. CANCELLATION

Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

5. PATENT GUARANTEE

Bidder shall, with respect to any device or composition of Bidder's design or Bidder's standard manufacture, indemnify and hold harmless each participating Agency, its employees, officers, and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that Bidder is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by the Agencies.

6. TERMINATION OF AWARD FOR CAUSE

If, through any cause, the successful Bidder shall fail to fulfill in a timely and proper manner its obligations or if the successful vendor shall violate any of the covenants, agreements or stipulations of the award, the Agency shall thereupon have the right to terminate the award by giving written notice to the successful Bidder of such termination and specifying the effective date of termination. In that event, all finished or unfinished services, reports or other materials prepared by the successful Bidder shall, at the option of the Agency, become its property, and the successful Bidder shall be entitled to receive just, equitable compensation for any satisfactory work completed, prepared documents or materials as furnished.

Notwithstanding the above, the successful vendor shall not be relieved of liability to the Agency for damage sustained by the Agency by virtue of breach of the award by the successful vendor and the Agency may withhold any payments to the successful vendor for the purpose of set off until such time as the exact amount of damages due the Agency from the successful vendor is determined.

7. TERMINATION OF AWARD FOR CONVENIENCE

The Agency may terminate the award at any time by giving written notice to the successful vendor of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Bidder under the award shall at the option of each Agency become its property. If the award is terminated by each Agency as provided herein, the successful vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Bidder covered by the award, less payments of compensation previously made. If the award is terminated due to the fault of the successful Bidder, termination of award for cause, relative to termination shall apply.

8. ACCEPTANCE OF TERMS BY SHIPMENT

Shipment of all or any portion of the goods covered by this order shall be deemed an acceptance of the Bid upon the terms and prices set forth herein.

9. ASSIGNMENT

Bidder shall not assign this order nor any monies to become due hereunder without the prior written consent of each Agency. Any assignment or attempt at assignment made without such consent of the Agency shall be void.

10. TAXES

The Agencies are exempt from City, County, State and Federal Sales/Excise Taxes. Certificates will be issued upon request. Any appropriate taxes shall be shown as a separate item on your Bid. Bidder shall obtain all appropriate tax exemption certificates from the Agencies.

11. EQUAL OPPORTUNITY

The successful firm will agree not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

12. AMERICANS WITH DISABILITIES ACT

It shall be a condition that any company, firm or corporation supplying goods or services, must be in compliance with the appropriate areas of the Americans With Disabilities Act of 1990 as enacted, and from time to time amended, and any other applicable Federal regulation. A signed, written certificate stating compliance with the Americans With Disabilities Act may be required, upon request, by any participating Agency.

13. COMMON LANGUAGE

Unless otherwise specified in this document, all words shall have a common language unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

14. PROPRIETARY INFORMATION

All information included in any Bid that is of a proprietary nature must be clearly marked as such. Each Agency shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposing firm.

Because of the need for public accountability, the following information concerning the Bid will not be considered proprietary, even if such information is clearly marked as such: prices of Bid, non-financial information concerning compliance with specifications, guarantees and warranties.

15. COMPETITIVENESS AND INTEGRITY

The collective Agencies have assigned control of this acquisition process to the Host Agency identified in the Bid Notice of this document, to prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts. Offerors are to direct all communications regarding this Bid to the designated Host Agency, unless otherwise specifically noted. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance. The Host Agency may refer communications to other participating Agencies for clarification.

16. FOB POINT

The FOB point shall, in all cases, be destination(s). If freight is charged to any of the Agencies, the vendor will prepay and add.

17. CREDIT

If a vendor places any dollar limitations for credit extended on a purchase order, the participating Agencies will consider such limitations in the evaluation of the Bids. Any credit limits without justification may cause the Agencies to disqualify the Bid. Additionally, MAPO Agencies will not complete credit applications.

III. SPECIAL INSTRUCTIONS TO BIDDERS

A. COLLECTIVE

BIDS MUST BE PREPARED ON THE FORMS PROVIDED HEREIN.

Bids shall consist of:

- SIGN POSTS AND DELINEATOR POSTS
- Each item on the bid must be bid individually, and the Agencies reserve the right to accept the lowest and best bid per item, combination of items, or all items combined, whichever is deemed in the best interest, and actual applications as appropriated by the Agencies.
- Releases to be made as required throughout the period of the award. Consideration will be given to vendors with a favorable firm price period with no minimum release requirements.
- Prices must remain in effect from Date of Award through December 31, 2006.
- The quantities listed are estimates and may increase or decrease as deemed necessary by the Agencies.
- This award may be extended for an additional 4 years, contingent upon future years funding, and agreement of the Agencies.

B. INDIVIDUAL

NOTE: Each Bidder may use contacts listed below to obtain information on published specifications, quantities, special conditions or instructions, physical delivery points and/or any other elements necessary to submit a complete bid.

AGENCY:	City of Fort Collins
CONTACT:	Rich Brewbaker
PHONE NO:	(970) 221-6792
DELIVERY LOCATION:	City of Fort Collins, Street Dept. 625 Ninth Street Fort Collins, CO 80525

AGENCY:	City of Denver
CONTACT:	Larry Romero
PHONE NO:	(720) 865-4069
DELIVERY LOCATION:	City of Denver 5440 Roslyn Street, Building E Denver, CO 80216

AGENCY: Adams County
CONTACT: Liz Estrada
PHONE NO: (303)654-6052

DELIVERY LOCATION: Adams County, Traffic Dept.
4955 E. 74th Ave.
Commerce City, CO 80022

AGENCY: City of Loveland
CONTACT: Steph Euschneid or Cindy Scymanski
PHONE NO: (970)962-2480 or (970)962-2696

DELIVERY LOCATION: City of Loveland, Traffic
105 W. 5th St.
Loveland, CO 80537

AGENCY: City of Aurora
CONTACT: Chris Carnahan
PHONE NO: (303) 326-8227

DELIVERY LOCATION: City of Aurora, Traffic Operations
15740 E. 32nd. Ave.
Aurora, CO 80011

AGENCY: City of Englewood
CONTACT: Gary Tyson
PHONE NO: (303) 762-2514

DELIVERY LOCATION: Englewood Service Center
2800 S. Platte River Drive
Englewood, CO 80110

AGENCY: City of Lakewood, Traffic Engineering
CONTACT: Terri Haley
PHONE NO: (303) 987-7999

DELIVERY LOCATION: City of Lakewood, Traffic Engineering
1060 Quail St.
Lakewood, CO 80215

AGENCY: City of Wheat Ridge
CONTACT: Corey Barker
PHONE NO: (303) 205-7602

DELIVERY LOCATION: 11220 West 45th Avenue
Wheat Ridge, CO 80033

AGENCY: Arapahoe County
CONTACT: Stephanie Stone
PHONE NO: (720) 874-6832

DELIVERY LOCATION: Arapahoe County Road and Bridge
7600 S. Peoria St.
Englewood, CO 80112

AGENCY: City of Longmont
CONTACT: Tom Thompson
PHONE NO: (303) 651-8345

DELIVERY LOCATION: City of Longmont
375 Airport Rd.
Longmont, CO 80503

AGENCY: Jefferson County
CONTACT: Anna Lynch/Kevin French
PHONE NO: (303)271-8592 or 271-8457

DELIVERY LOCATION: Jefferson County Sign Shop
Attn: Karen Hernlund
21401 Golden Gate Canyon Rd.
Golden, CO 80403

AGENCY: City of Arvada
CONTACT: Larry Foltz
PHONE NO: (720) 898-7751

DELIVERY LOCATION: City of Arvada, Traffic Department
6701 Indiana St.
Arvada, CO 80007

AGENCY: Boulder County Road Maintenance
CONTACT: John Mosher
PHONE NO: (303) 441-3962

DELIVERY LOCATION: Boulder County Road Maintenance Sign Shop
3897 N. 75th
Boulder, CO 80301

IV. SPECIFICATIONS

1. SECTION 1 SIGN POSTS (TELSPAR)

- Material

Steel posts furnished shall conform to the Standard Specifications for Hot rolled Carbon Steel, commercial quality ASTM Designation A-569-72.

- Finish

Material shall be hot dipped galvanized coating conforming to ASTM A525, Des. G-90. Zinc coating to form an excellent bond with the steel surface so as not to be affected by subsequent forming operations. Corner weld shall be zinc coated after scarifying operation. Exposed edges to be protected against corrosion by "sacrificial action" when zinc is present on intimate adjacent areas.

- Shape

The cross section of the post shall be square tubing formed of 12 gauge (.105 USS gauge) steel, carefully formed into six and, if necessary, shall be welded in such a manner that weld or flash shall not interfere with telescoping.

- Holes

Hole diameter shall be seven-sixteenth (7/16") plus or minus one sixty-fourth (1/64") inch on 1" centers, on all four sides, for the entire length of the post. Holes shall be on the center line of each side true alignment, and opposite to each other.

- Length

The length of each post shall be as specified, and have a permissible length tolerance of plus or minus one-quarter (1/4) inch. Cuts through holes will not be accepted.

- Telescoping Properties

The finished posts shall be straight and shall have a smooth, uniform finish. It shall be possible to telescope all consecutive sizes of square tubes freely and for not less than ten feet or their length without the necessity of matching any particular face to any other face. All holes and ends shall be free from burrs, and ends shall be cut square.

- Delivery Requirements

Delivery of these materials must be made in a flat-bed trailer for fork lift unloading; otherwise the order shall be refused, unless transporter agrees to unload on-site. Twenty-four (24) hour notice must be given prior to delivery.

- Specifications

The specifications shall be considered a minimum specification.

2. SECTION 2 6' U-CHANNEL DELINEATOR POSTS

A. Minimum of 1.12 lbs per foot with a baked green enamel finish. The post must have a minimum of 30-3/8" holes on 1"centers from the top.

B. Minimum of 1.12 lbs per foot with a red powder coat finish. The post must have a minimum of 30-3/8" holes on 1"centers from the top.

C. Minimum of 3 lbs per foot with a baked green enamel finish. The post must have

minimum of 30-3/8" holes on 1"centers from the top.

V. BID FORM

**2006 MAPO TRAFFIC SIGN POST BID SCHEDULE
 BID 5957-06-143**

SECTION 1. SIGN POSTS

	Length in feet	Quantity	Cost
1. TELSPAR (OR EQUAL) 12 GAUGE			
1 1/2" Perforated Square Post	10	250	\$
1 1/2" Perforated Square Post	6	400	\$
1 3/4 " Perforated Square Post	8	800	\$
1 3/4" Perforated Square Post	10	3,075	\$
1 3/4" Perforated Square Post	11	875	\$
1 3/4" Perforated Square Post	12		\$
2" Perforated Square Post	10	1,950	\$
2" Perforated Square Post	11	1,200	\$
2" Perforated Square Post	12	3,000	\$
2" Perforated Square Post	14	1,500	\$

2. TELSPAR (OR EQUAL) 14 GAUGE

1 3/4" Perforated Square Post	10	600	\$
1 3/4" Perforated Square Post	11	500	\$
2" Perforated Square Post	10	500	\$
2" Perforated Square Anchors	3	100	\$

3. TELSPAR (OR EQUAL) 12 GAUGE

1 1/2" Perforated Square Anchors	1 1/2		\$
1 3/4" Perforated Square Anchors	2	300	\$
2" Perforated Square Anchors	2		\$
2" Perforated Square Anchors	3	5,800	\$
2 1/4" Perforated Square Anchors	3	2,250	\$

SECTION 2. DELINATOR POSTS

6' U-Channel Posts	Green	1.12lbs/ft	1,300	\$
6' U-Channel Posts	Red	1.12lbs/ft	750	\$
6' U-Channel Posts	Green	3lbs/ft	50	\$

SECTION 3. MISCELLANEOUS

FO 175-VS2 V-LOCKS 24" X 1 3/4" Includes wedges	800	\$ _____
Drive Rivets 3/8 " TXLDR3878 05 or equal	1,500	\$ _____
Corner bolts 5/16" (not carriage bolt bent) TL 050 or equal	1,000	\$ _____
	Total Cost	\$ _____

TOTAL COST IN WORDS: _____ DOLLARS

FIRM NAME _____

Are you a Corporation, Partnership, DBA, LLC, or PC ?

SIGNATURE _____

PRINTED NAME: _____

TITLE: _____

ADDRESS _____

PHONE: (____) _____ FAX: (____) _____

EMAIL: _____

VI. SIGNATURE PAGE

Submitting Firm: _____

Address: _____

Telephone Number: _____

Name of Agent (print/type): _____

Title: _____

Authorized Signature: _____

Date: _____

Attest: _____

My Commission Expires: _____

CORPORATE SEAL

ADDENDA FORM

The undersigned hereby acknowledges receipt of the following applicable addenda:

Addenda Number(s) _____ through _____ Date: _____

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 _____ (_____) pages, and incorporated herein by this reference.

2. The Work Schedule. 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. 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. This Agreement shall commence _____, 200_____, and shall continue in full force and effect until _____, 200_____, 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 _____ (_____) additional one year periods. Renewals and pricing changes shall be negotiated by and agreed to by both parties. The Denver Boulder Greeley CPIU published by the Colorado State Planning and Budget Office will be used as a guide. 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 (\$ _____) attached hereto as Exhibit "C", consisting of (_____) page(s), and incorporated herein by this reference.

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, P. O. Box 580 Fort Collins, Colorado 80522 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: _____
James B. O'Neill II, CPPO, FNIGP
Director of Purchasing and Risk Management

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

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.

Custom Product
COOP

BID TALLY SHEET									
BID TALLY SHEET	Quantity	Cost/EA	Length in feet	Quantity	Cost	Length in feet	Quantity	Cost	Quantity
Bid Date and Time: February 13, 2006 3:00 P.M.									
Bid 5967 MAPS, Traffic Sign Post									
TELESPAR (OR EQUAL) 12 GAUGE									
1 1/2" Perforated Square Post	260	19.52	10	259	15,022	10	259	15,022	259
1 1/2" Perforated Square Post	400	11.70	6	400	8,992	6	400	8,992	400
1 3/4" Perforated Square Post	690	18.56	8	800	13,722	8	800	13,722	800
1 3/4" Perforated Square Post	3,075	23.20	10	3,075	14,916	10	3,075	14,916	3,075
1 3/4" Perforated Square Post	875	25.52	11	875	15,811	11	875	15,811	875
2" Perforated Square Post	1,950	33.70	12	1,950	10,544	12	1,950	10,544	1,950
2" Perforated Square Post	1,200	26.07	11	1,200	20,344	11	1,200	20,344	1,200
2" Perforated Square Post	3,000	28.44	12	3,000	20,888	12	3,000	20,888	3,000
2" Perforated Square Post	1,500	33.18	14	1,500	24,360	14	1,500	24,360	1,500
TELESPAR (OR EQUAL) 14 GAUGE									
1 3/4" Perforated Square Post	600	16.20	10	600	10,320	10	600	10,320	600
1 3/4" Perforated Square Post	500	17.82	11	500	11,330	11	500	11,330	500
2" Perforated Square Post	500	18.70	10	500	13,800	10	500	13,800	500
2" Perforated Square Anchors	100	5.95	3	100	4,344	3	100	4,344	100
TELESPAR (OR EQUAL) 12 GAUGE									
1 1/2" Perforated Square Anchors			1 1/2			1 1/2			
1 3/4" Perforated Square Anchors	300	5.00	2	300	3,802	2	300	3,802	300
2" Perforated Square Anchors			2			2			
2" Perforated Square Anchors	5,800	7.47	3	5,800	5,894	3	5,800	5,894	5,800
2 1/4" Perforated Square Anchors	2,250	8.46	3	2,250	10,344	3	2,250	10,344	2,250
DELINATOR POSTS									
6 U-Channel Posts (Green)	1,300	Not bid	1 1/2 Inset	1,300	3,571	1 1/2 Inset	1,300	3,571	1,300
6 U-Channel Posts (Red)	750	↓	1 1/2 Inset	750	5,871	1 1/2 Inset	750	5,871	750
6 U-Channel Posts (Green)	50	↓	3 Inset	50	1,101	3 Inset	50	1,101	50
MISCELLANEOUS									
FO 175-VS2-V-LOCKS 24" X 1 3/4" Includes wedges	800	18,804		800	19,716		800	19,716	800
Drive Rivet 3/8" TX10R38785.05 or equal	1,500	66.44		1,500	53		1,500	53	1,500
Corner bolts 5/16" (incl. carriage bolt) T1.050 or equal	1,000	1,622.4		1,000	45		1,000	45	1,000

MOB Bid

Advised To be

UNITED RENTAL

Custom Product
COOP

BID TALLY SHEET									
BID TALLY SHEET	Quantity	Cost/EA	Length in feet	Quantity	Cost	Length in feet	Quantity	Cost	Quantity
Bid Date and Time: February 13, 2006 3:00 P.M.									
Bid 5967 MAPS, Traffic Sign Post									
TELESPAR (OR EQUAL) 12 GAUGE									
1 1/2" Perforated Square Post	260	19.52	10	259	15,022	10	259	15,022	259
1 1/2" Perforated Square Post	400	11.70	6	400	8,992	6	400	8,992	400
1 3/4" Perforated Square Post	690	18.56	8	800	13,722	8	800	13,722	800
1 3/4" Perforated Square Post	3,075	23.20	10	3,075	14,916	10	3,075	14,916	3,075
1 3/4" Perforated Square Post	875	25.52	11	875	15,871	11	875	15,871	875
2" Perforated Square Post	1,950	33.70	12	1,950	18,516	12	1,950	18,516	1,950
2" Perforated Square Post	1,200	26.07	11	1,200	20,341	11	1,200	20,341	1,200
2" Perforated Square Post	3,000	28.44	12	3,000	20,888	12	3,000	20,888	3,000
2" Perforated Square Post	1,500	33.18	14	1,500	24,360	14	1,500	24,360	1,500
TELESPAR (OR EQUAL) 14 GAUGE									
1 3/4" Perforated Square Post	600	16.20	10	600	10,320	10	600	10,320	600
1 3/4" Perforated Square Post	500	17.82	11	500	11,330	11	500	11,330	500
2" Perforated Square Post	500	18.70	10	500	13,800	10	500	13,800	500
2" Perforated Square Anchors	100	5.95	3	100	4,340	3	100	4,340	100
TELESPAR (OR EQUAL) 12 GAUGE									
1 1/2" Perforated Square Anchors			1 1/2			1 1/2			
1 3/4" Perforated Square Anchors	300	5.00	2	300	3,820	2	300	3,820	300
2" Perforated Square Anchors			2			2			
2" Perforated Square Anchors	5,800	7.47	3	5,800	5,894	3	5,800	5,894	5,800
2 1/4" Perforated Square Anchors	2,250	8.46	3	2,250	6,134	3	2,250	6,134	2,250
DELINATOR POSTS									
6 U-Channel Posts (Green)	1,300	Not bid	1 1/2 Inset	1,300	3,570	1 1/2 Inset	1,300	3,570	1,300
6 U-Channel Posts (Red)	750	↓	1 1/2 Inset	750	5,870	1 1/2 Inset	750	5,870	750
6 U-Channel Posts (Green)	50	↓	3 Inset	50	1,101	3 Inset	50	1,101	50
MISCELLANEOUS									
FO 175-VS2 V-LOCKS 24" X 1 3/4" Includes wedges	800	18,804		800	19,716		800	19,716	800
Drive Rivet 3/8" TX10R38785.05 or equal	1,500	66.44		1,500	53		1,500	53	1,500
Corner bolts 5/16" (incl. carriage bolt) TL 050 or equal	1,000	1,622.4		1,000	45		1,000	45	1,000

MOB Bid



Administrative Services
Purchasing Division

CITY OF FORT COLLINS
INVITATION TO BID
BID 5957
MAPO TRAFFIC SIGN POSTS

BID OPENING: 3:00 p.m. (our clock), February 13, 2006

Sealed bids will be received and publicly opened at the office of the Director of Purchasing and Risk Management, PO Box 580, 215 North Mason St., 2nd floor, Fort Collins, Colorado 80522, at the time and date noted on the bid proposal and/or contract documents. If delivered, they are to be sent to 215 North Mason Street, 2nd Floor, Fort Collins, Colorado 80524. If mailed, the address is P.O. Box 580, Fort Collins, 80522-0580.

The Agencies including Cities of Fort Collins, Denver, Loveland, Aurora, Lakewood, Longmont, Arvada, Englewood and Counties of Adams, Arapahoe, Boulder, and Jefferson acting collectively through their authorized procurement officials respectfully request sealed Bids for the purchase of sign posts and delineator posts.

Bids shall be in a sealed envelope, plainly marked "MAPO BID #5957-06-143 TRAFFIC SIGN POST."

Bids must be received at the Purchasing Office prior to 3:00 p.m. (our clock), February 13, 2006.

Questions regarding bid submittal or process should be directed to John D. Stephen, CPPO, CPPB, Senior Buyer (970) 221-6777.

A copy of the Bid may be obtained as follows:

1. Download the Bid from the Purchasing Webpage, Current Bids page, at:
<https://secure2.fcgov.com/bsol/login.jsp>.
2. Come by Purchasing at 215 North Mason St., 2nd floor, 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 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. A copy of the resolutions is available for review in the Purchasing Office or the City Clerk's Office. Request Resolution 91-121 for cement restrictions.

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, FNIGP
Director of Purchasing and Risk Management
Hosting Agency – City of Fort Collins



Administrative Services
Purchasing Division

CITY OF FORT COLLINS
INVITATION TO BID
BID 5957
MAPO TRAFFIC SIGN POSTS

BID OPENING: 3:00 p.m. (our clock), February 13, 2006

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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 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.

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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, FNIGP
Director of Purchasing and Risk Management
Hosting Agency – City of Fort Collins

CITY OF FORT COLLINS
INVITATION TO BID
BID #5957-06-143
MAPO TRAFFIC SIGN POSTS

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- I. INSTRUCTIONS TO BIDDERS
- II. TERMS AND CONDITIONS
- III. SPECIAL INSTRUCTIONS TO BIDDERS
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 - B. INDIVIDUAL
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- VI. SIGNATURE/ADDENDA PAGE

I. INSTRUCTIONS TO BIDDERS

1. BID OPENING AND AWARD

Bids will be examined promptly after opening, and an abstract will be provided upon request. (Supply a self addressed, stamped envelope with your Bid.) **NO BID RESULTS WILL BE GIVEN OVER THE TELEPHONE.** No Bid may be withdrawn for a period of sixty (60) calendar days of the Bid Opening date.

2. AGENCIES

The Host Agency is the Agency who is facilitating this Bid. Agencies is defined as the Agencies participating in the Bid.

3. BIDDER QUALIFICATIONS

No Bid shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to any participating Agency, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the Agencies or that is deemed irresponsible or unreliable by the individual Agencies. If requested, Bidders shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service Bid upon and that they have the necessary financial resources to provide the proposed supply/service called for as described in the attached Technical Specifications.

4. BID FORM

Each Bidder must submit an original Bid and additional copies as required on the forms attached. The Bidder shall sign his Bid correctly, and the Bid may be rejected if it shows any omissions, alterations of the form, additions not called for, conditional Bid, or any irregularities of any kind.

In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

5. SPECIFICATION DEVIATIONS BY THE BIDDER

Any deviation from this specification **MUST** be noted in detail, and submitted in writing on the Bid Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications, will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Bids, the Bidder's name should be clearly shown on each document.

6. BIDDER REPRESENTATION

Each Bidder must sign the Bid with their usual signature and shall give their full business address on the form provided in this Bid. Bids by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter and shall have the corporate seal affixed thereto.

7. BROCHURES

Bids shall include adequate brochures, latest printed specifications and advertising literature, describing the product offered in such fashion as to permit ready comparison with our specifications on any item-by-item basis where applicable.

8. SPECIFICATION CHANGES, ADDITIONS AND DELETIONS

All changes in Bid documents shall be through written addendum and furnished to all Bidders. Verbal information obtained otherwise will NOT be considered in awarding of Bids.

9. BID CHANGES

Bids, amendments thereto, or withdrawal requests received after the time advertised for Bid Opening, will be void regardless of when they were mailed.

10. BASIS OF BID AWARD

Award of Bid shall be made to the lowest responsive, and responsible Bidder(s) meeting the specifications. The following is a partial list of the criteria that may be used in the award of this Bid.

- A. Superior quality and adherence to specifications
- B. Adequate maintenance and service
- C. Delivery and/or completion time
- D. Guarantees and Warranties
- E. Company's reputation and financial status
- F. Past experience and cost with same or similar equipment or service
- G. Anticipated future cost and experience

11. INSURANCE

For SERVICES requiring contractor's presence on any Agency property, the successful Bidder shall, during the term of this Agreement and until completion thereof, provide and maintain the following minimum coverages:

Type of Insurance	Minimum Limits of Liability
Standard Workers' Compensation & Employers' Liability Including Occupations Disease Coverage	Statutory in conformance with the compensation laws of the State of Colorado
Comprehensive General Liability Insurance	\$ 150,000 each person; \$1,000,000 each occurrence
Comprehensive Automobile Liability Insurance	\$ 150,000 each person; \$1,000,000 each person
Umbrella Liability Coverage	\$1 million

The successful Bidder shall effect the insurance policies in a company or companies and in a form satisfactory to the Owner. Before commencing any performance under this Agreement, successful Bidder shall deliver, to each Agency, Certificates of Insurance issued by the insurance company, and/or its duly authorized agents pertaining to the aforementioned insurance, and certifying that the policies stipulated above are in full force and effect.

All policies and/or Certificates of Insurance shall include each individual entity as an additional named insured.

Nothing herein shall be deemed or construed as a waiver of any of the protections to which the Agencies may be entitled pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, C.R.S., as amended.

12. DELIVERY DATE

The delivery time, as stated in the Bid Form, shall be the time required to deliver the complete item after the receipt of the order or award of the Contract. Where multiple items appear on a Bid request, the Bidder shall, unless otherwise stated by the participating Agencies, show the delivery time for each item separately. If only a single delivery time is shown, it will be assumed to mean that all items included in the Bid can and will be delivered on or before the specified date. The Bidder agrees that the delivery will be completed in the time stated assuming that the time between the Bid Opening and the placing of the order, does not exceed the number of days so stipulated. The right is reserved to reject any Bid in which the delivery time indicated is considered sufficient to delay the operational needs for which the commodity/service is intended.

13. CASH DISCOUNTS

Cash discounts should be so stated on the Bid Form. Prices bid must, however, be based upon payment in thirty (30) days. In all cases, cash discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

14. TIE BIDS

In the case of tie Bids, the Agencies reserve the right to make the award based on the factors previously outlined in paragraph number ten.

15. BID REJECTION OR PARTIAL ACCEPTANCE

The Agencies reserve the right to reject any or all Bids. They further reserve the right to waive technicalities and formalities in Bids, as well as to accept in whole or in part such Bid or Bids where they deem it advisable in protection of the best interests of the Agencies.

16. INVOICES

Individual purchase orders will be assigned to the successful Bidder(s) from the participating Agencies in this Bid and each is to be invoiced separately. All invoices submitted must show the respective Agency's purchase order number.

17. PAYMENTS

Payments will be made for all goods/services delivered within 30 days of receipt and acceptance of delivery.

18. MODIFICATION, ADDENDA AND INTERPRETATIONS

Any apparent inconsistencies, or any matter seeming to require explanation or interpretation, must be inquired into by the Bidder at least 72 hours (excluding weekends and holidays) prior to the time set for the Bid Opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the Contract Documents and shall be acknowledged and dated on the Bid Form. All requests for information should be in writing or telephoned to the Host Agency.

19. LAWS AND REGULATIONS

All applicable State of Colorado and Federal laws, City and County ordinances, licenses and regulations of all Agencies having jurisdiction shall apply to the award throughout and incorporated here by reference.

20. SUBCONTRACTING

No portion of this Bid may be subcontracted without the prior written approval by each Agency.

21. TELEGRAPHIC/ELECTRONIC BID SUBMITTAL

Telegraphic and/or Bid offers sent by electronic devices are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their Bid either by air freight, postal service, or other means.

22. MISCELLANEOUS

The Agencies reserve the right, either collectively or separately, to reject any and all Bids or parts thereof. The participating Agencies reserve the right to inspect vendor's facilities prior to the award of this Bid. The Agencies reserve the right, either collectively or separately, to negotiate optional items with the successful Bidder.

23. COOPERATIVE BIDDING

Other governmental agencies may be extended the opportunity to purchase off this Bid with the agreement of the successful vendor(s) and the participating MAPO Agencies. Requests for participation of other Agencies will be coordinated by the MAPO Agency hosting the Bid. The Host Agency may notify the vendor(s) and the Agency wishing to participate, in writing.

II. TERMS AND CONDITIONS

1. MODIFICATION OF AGREEMENT

No modification of award shall be binding upon any participating Agency unless made in writing and signed by authorized agents of each participating Agency.

2. WARRANTIES

Bidder warrants that all articles, materials and work will conform within applicable drawings, specifications, samples and/or other descriptions given to Agencies, and will be free from defects. Without limitation of any rights which Agencies may have by reason of any breach of warranty, goods which are not as warranted may be returned at Bidder's expense at reasonable time after delivery, for either credit or replacement, as each participating Agency may direct.

3. OVERSHIPMENTS

Material shipped in excess of quantity ordered may be returned at Bidder's expense.

4. CANCELLATION

Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

5. PATENT GUARANTEE

Bidder shall, with respect to any device or composition of Bidder's design or Bidder's standard manufacture, indemnify and hold harmless each participating Agency, its employees, officers, and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that Bidder is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by the Agencies.

6. TERMINATION OF AWARD FOR CAUSE

If, through any cause, the successful Bidder shall fail to fulfill in a timely and proper manner its obligations or if the successful vendor shall violate any of the covenants, agreements or stipulations of the award, the Agency shall thereupon have the right to terminate the award by giving written notice to the successful Bidder of such termination and specifying the effective date of termination. In that event, all finished or unfinished services, reports or other materials prepared by the successful Bidder shall, at the option of the Agency, become its property, and the successful Bidder shall be entitled to receive just, equitable compensation for any satisfactory work completed, prepared documents or materials as furnished.

Notwithstanding the above, the successful vendor shall not be relieved of liability to the Agency for damage sustained by the Agency by virtue of breach of the award by the successful vendor and the Agency may withhold any payments to the successful vendor for the purpose of set off until such time as the exact amount of damages due the Agency from the successful vendor is determined.

7. TERMINATION OF AWARD FOR CONVENIENCE

The Agency may terminate the award at any time by giving written notice to the successful vendor of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Bidder under the award shall at the option of each Agency become its property. If the award is terminated by each Agency as provided herein, the successful vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Bidder covered by the award, less payments of compensation previously made. If the award is terminated due to the fault of the successful Bidder, termination of award for cause, relative to termination shall apply.

8. ACCEPTANCE OF TERMS BY SHIPMENT

Shipment of all or any portion of the goods covered by this order shall be deemed an acceptance of the Bid upon the terms and prices set forth herein.

9. ASSIGNMENT

Bidder shall not assign this order nor any monies to become due hereunder without the prior written consent of each Agency. Any assignment or attempt at assignment made without such consent of the Agency shall be void.

10. TAXES

The Agencies are exempt from City, County, State and Federal Sales/Excise Taxes. Certificates will be issued upon request. Any appropriate taxes shall be shown as a separate item on your Bid. Bidder shall obtain all appropriate tax exemption certificates from the Agencies.

11. EQUAL OPPORTUNITY

The successful firm will agree not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

12. AMERICANS WITH DISABILITIES ACT

It shall be a condition that any company, firm or corporation supplying goods or services, must be in compliance with the appropriate areas of the Americans With Disabilities Act of 1990 as enacted, and from time to time amended, and any other applicable Federal regulation. A signed, written certificate stating compliance with the Americans With Disabilities Act may be required, upon request, by any participating Agency.

13. COMMON LANGUAGE

Unless otherwise specified in this document, all words shall have a common language unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

14. PROPRIETARY INFORMATION

All information included in any Bid that is of a proprietary nature must be clearly marked as such. Each Agency shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposing firm.

Because of the need for public accountability, the following information concerning the Bid will not be considered proprietary, even if such information is clearly marked as such: prices of Bid, non-financial information concerning compliance with specifications, guarantees and warranties.

15. COMPETITIVENESS AND INTEGRITY

The collective Agencies have assigned control of this acquisition process to the Host Agency identified in the Bid Notice of this document, to prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts. Offerors are to direct all communications regarding this Bid to the designated Host Agency, unless otherwise specifically noted. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance. The Host Agency may refer communications to other participating Agencies for clarification.

16. FOB POINT

The FOB point shall, in all cases, be destination(s). If freight is charged to any of the Agencies, the vendor will prepay and add.

17. CREDIT

If a vendor places any dollar limitations for credit extended on a purchase order, the participating Agencies will consider such limitations in the evaluation of the Bids. Any credit limits without justification may cause the Agencies to disqualify the Bid. Additionally, MAPO Agencies will not complete credit applications.

III. SPECIAL INSTRUCTIONS TO BIDDERS

A. COLLECTIVE

BIDS MUST BE PREPARED ON THE FORMS PROVIDED HEREIN.

Bids shall consist of:

- SIGN POSTS AND DELINEATOR POSTS
- Each item on the bid must be bid individually, and the Agencies reserve the right to accept the lowest and best bid per item, combination of items, or all items combined, whichever is deemed in the best interest, and actual applications as appropriated by the Agencies.
- Releases to be made as required throughout the period of the award. Consideration will be given to vendors with a favorable firm price period with no minimum release requirements.
- Prices must remain in effect from Date of Award through December 31, 2006.
- The quantities listed are estimates and may increase or decrease as deemed necessary by the Agencies.
- This award may be extended for an additional 4 years, contingent upon future years funding, and agreement of the Agencies.

B. INDIVIDUAL

NOTE: Each Bidder may use contacts listed below to obtain information on published specifications, quantities, special conditions or instructions, physical delivery points and/or any other elements necessary to submit a complete bid.

AGENCY:	City of Fort Collins
CONTACT:	Rich Brewbaker
PHONE NO:	(970) 221-6792
DELIVERY LOCATION:	City of Fort Collins, Street Dept. 625 Ninth Street Fort Collins, CO 80525

AGENCY:	City of Denver
CONTACT:	Larry Romero
PHONE NO:	(720) 865-4069
DELIVERY LOCATION:	City of Denver 5440 Roslyn Street, Building E Denver, CO 80216

AGENCY: Adams County
CONTACT: Liz Estrada
PHONE NO: (303)654-6052

DELIVERY LOCATION: Adams County, Traffic Dept.
4955 E. 74th Ave.
Commerce City, CO 80022

AGENCY: City of Loveland
CONTACT: Steph Euschneid or Cindy Scymanski
PHONE NO: (970)962-2480 or (970)962-2696

DELIVERY LOCATION: City of Loveland, Traffic
105 W. 5th St.
Loveland, CO 80537

AGENCY: City of Aurora
CONTACT: Chris Carnahan
PHONE NO: (303) 326-8227

DELIVERY LOCATION: City of Aurora, Traffic Operations
15740 E. 32nd. Ave.
Aurora, CO 80011

AGENCY: City of Englewood
CONTACT: Gary Tyson
PHONE NO: (303) 762-2514

DELIVERY LOCATION: Englewood Service Center
2800 S. Platte River Drive
Englewood, CO 80110

AGENCY: City of Lakewood, Traffic Engineering
CONTACT: Terri Haley
PHONE NO: (303) 987-7999

DELIVERY LOCATION: City of Lakewood, Traffic Engineering
1060 Quail St.
Lakewood, CO 80215

AGENCY: City of Wheat Ridge
CONTACT: Corey Barker
PHONE NO: (303) 205-7602

DELIVERY LOCATION: 11220 West 45th Avenue
Wheat Ridge, CO 80033

AGENCY: Arapahoe County
CONTACT: Stephanie Stone
PHONE NO: (720) 874-6832

DELIVERY LOCATION: Arapahoe County Road and Bridge
7600 S. Peoria St.
Englewood, CO 80112

AGENCY: City of Longmont
CONTACT: Tom Thompson
PHONE NO: (303) 651-8345

DELIVERY LOCATION: City of Longmont
375 Airport Rd.
Longmont, CO 80503

AGENCY: Jefferson County
CONTACT: Anna Lynch/Kevin French
PHONE NO: (303)271-8592 or 271-8457

DELIVERY LOCATION: Jefferson County Sign Shop
Attn: Karen Hernlund
21401 Golden Gate Canyon Rd.
Golden, CO 80403

AGENCY: City of Arvada
CONTACT: Larry Foltz
PHONE NO: (720) 898-7751

DELIVERY LOCATION: City of Arvada, Traffic Department
6701 Indiana St.
Arvada, CO 80007

AGENCY: Boulder County Road Maintenance
CONTACT: John Mosher
PHONE NO: (303) 441-3962

DELIVERY LOCATION: Boulder County Road Maintenance Sign Shop
3897 N. 75th
Boulder, CO 80301

IV. SPECIFICATIONS

1. SECTION 1 SIGN POSTS (TELSPAR)

- Material

Steel posts furnished shall conform to the Standard Specifications for Hot rolled Carbon Steel, commercial quality ASTM Designation A-569-72.

- Finish

Material shall be hot dipped galvanized coating conforming to ASTM A525, Des. G-90. Zinc coating to form an excellent bond with the steel surface so as not to be affected by subsequent forming operations. Corner weld shall be zinc coated after scarifying operation. Exposed edges to be protected against corrosion by "sacrificial action" when zinc is present on intimate adjacent areas.

- Shape

The cross section of the post shall be square tubing formed of 12 gauge (.105 USS gauge) steel, carefully formed into six and, if necessary, shall be welded in such a manner that weld or flash shall not interfere with telescoping.

- Holes

Hole diameter shall be seven-sixteenth (7/16") plus or minus one sixty-fourth (1/64") inch on 1" centers, on all four sides, for the entire length of the post. Holes shall be on the center line of each side true alignment, and opposite to each other.

- Length

The length of each post shall be as specified, and have a permissible length tolerance of plus or minus one-quarter (1/4) inch. Cuts through holes will not be accepted.

- Telescoping Properties

The finished posts shall be straight and shall have a smooth, uniform finish. It shall be possible to telescope all consecutive sizes of square tubes freely and for not less than ten feet or their length without the necessity of matching any particular face to any other face. All holes and ends shall be free from burrs, and ends shall be cut square.

- Delivery Requirements

Delivery of these materials must be made in a flat-bed trailer for fork lift unloading; otherwise the order shall be refused, unless transporter agrees to unload on-site. Twenty-four (24) hour notice must be given prior to delivery.

- Specifications

The specifications shall be considered a minimum specification.

2. SECTION 2 6' U-CHANNEL DELINEATOR POSTS

A. Minimum of 1.12 lbs per foot with a baked green enamel finish. The post must have a minimum of 30-3/8" holes on 1"centers from the top.

B. Minimum of 1.12 lbs per foot with a red powder coat finish. The post must have a minimum of 30-3/8" holes on 1"centers from the top.

C. Minimum of 3 lbs per foot with a baked green enamel finish. The post must have

minimum of 30-3/8" holes on 1"centers from the top.

V. BID FORM

**2006 MAPO TRAFFIC SIGN POST BID SCHEDULE
 BID 5957-06-143**

SECTION 1. SIGN POSTS

	Length in feet	Quantity	Cost
1. TELSPAR (OR EQUAL) 12 GAUGE			
1 1/2" Perforated Square Post	10	250	\$
1 1/2" Perforated Square Post	6	400	\$
1 3/4 " Perforated Square Post	8	800	\$
1 3/4" Perforated Square Post	10	3,075	\$
1 3/4" Perforated Square Post	11	875	\$
1 3/4" Perforated Square Post	12		\$
2" Perforated Square Post	10	1,950	\$
2" Perforated Square Post	11	1,200	\$
2" Perforated Square Post	12	3,000	\$
2" Perforated Square Post	14	1,500	\$

2. TELSPAR (OR EQUAL) 14 GAUGE

1 3/4" Perforated Square Post	10	600	\$
1 3/4" Perforated Square Post	11	500	\$
2" Perforated Square Post	10	500	\$
2" Perforated Square Anchors	3	100	\$

3. TELSPAR (OR EQUAL) 12 GAUGE

1 1/2" Perforated Square Anchors	1 1/2		\$
1 3/4" Perforated Square Anchors	2	300	\$
2" Perforated Square Anchors	2		\$
2" Perforated Square Anchors	3	5,800	\$
2 1/4" Perforated Square Anchors	3	2,250	\$

SECTION 2. DELINATOR POSTS

6' U-Channel Posts	Green	1.12lbs/ft	1,300	\$
6' U-Channel Posts	Red	1.12lbs/ft	750	\$
6' U-Channel Posts	Green	3lbs/ft	50	\$

SECTION 3. MISCELLANEOUS

FO 175-VS2 V-LOCKS 24" X 1 3/4" Includes wedges	800	\$	_____
Drive Rivets 3/8 " TXLDR3878 05 or equal	1,500	\$	_____
Corner bolts 5/16" (not carriage bolt bent) TL 050 or equal	1,000	\$	_____
	Total Cost	\$	_____

TOTAL COST IN WORDS: _____ DOLLARS

FIRM NAME _____

Are you a Corporation, Partnership, DBA, LLC, or PC ?

SIGNATURE _____

PRINTED NAME: _____

TITLE: _____

ADDRESS _____

PHONE: (____) _____ FAX: (____) _____

EMAIL: _____

VI. SIGNATURE PAGE

Submitting Firm: _____

Address: _____

Telephone Number: _____

Name of Agent (print/type): _____

Title: _____

Authorized Signature: _____

Date: _____

Attest: _____

My Commission Expires: _____

CORPORATE SEAL

ADDENDA FORM

The undersigned hereby acknowledges receipt of the following applicable addenda:

Addenda Number(s) _____ through _____

Date: _____

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 _____ (_____) pages, and incorporated herein by this reference.

2. The Work Schedule. 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. 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. This Agreement shall commence _____, 200_____, and shall continue in full force and effect until _____, 200_____, 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 _____ (_____) additional one year periods. Renewals and pricing changes shall be negotiated by and agreed to by both parties. The Denver Boulder Greeley CPIU published by the Colorado State Planning and Budget Office will be used as a guide. 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 (\$ _____) attached hereto as Exhibit "C", consisting of (_____) page(s), and incorporated herein by this reference.

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, P. O. Box 580 Fort Collins, Colorado 80522 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: _____
James B. O'Neill II, CPPO, FNIGP
Director of Purchasing and Risk Management

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

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.

