

**REFLECTIVE BEADS**  
**Flotation, non-Flotation and Moisture Resistant**  
**M.A.P.O. BID 2004-138**

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~~Bid Due Date: November 18, 2004~~

**Time Due: 2:00 p.m., local time**

**Sponsored by:**

**Purchasing Division  
City of Loveland  
500 East Third Street  
Loveland, CO 80537  
Phone: 970-962-2696  
e-mail: [scymac@ci.loveland.co.us](mailto:scymac@ci.loveland.co.us)**

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## BID NOTICE

The Agencies of Adams County, City of Arvada, City of Aurora, City of Broomfield, City of Durango, El Paso County D.O.T., City of Ft. Collins, City of Grand Junction, Jefferson County, Larimer County, City of Lakewood, City of Loveland, City of Northglenn and City of Wheat Ridge Colorado, acting collectively through their authorized procurement officials respectfully request separate sealed Bids for the purchase of Reflective Beads, Flotation, non-Flotation and Moisture Resistant.

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Bid documents are available for download on the City Of Loveland website, [www.cityofloveland.org](http://www.cityofloveland.org) click on City Bid Info then Upcoming Bids.

Bids will be received until 2:00 p.m., on November 18, 2004, at which time they will be publicly opened and read aloud to all in attendance. Bidders/ Offerors are invited, but not required to attend the Bid Opening.

Bids shall be in a sealed envelope, plainly marked "Reflective Beads, Flotation, non-Flotation and Moisture Resistant" Bid MAPO 2000-05.

No Bids will be considered which are received after the time mentioned, and any Bids so received shall be returned to the Bidder/Offeror unopened and will not be considered under any circumstances. Sole responsibility rests with the Bidder/Offeror to see that their Bid is received on time at the stated location.

Any modifications or withdrawal of a Bid, prior to the opening of Bids, is subject to the same conditions stated above, except that withdrawal of a Bid by telegraphic or electronic transmission is acceptable. A Bid may also be withdrawn in person by a Bidder/Offeror or their authorized representative, provided identification is supplied and a receipt is signed for the Bid, but only if the withdrawal is made prior to the exact time set for receipt of Bids.

Bids submitted must meet or exceed specifications contained in the Bid document.

The Agencies collectively or individually reserve the right to reject any and all Bids or any part thereof, to waive any formalities or informalities and further, to award the Bid to the lowest responsive and responsible Bidder(s)/Offeror(s) as deemed in the best interest of the Agencies.

Any questions concerning this Bid shall be directed to City of Loveland, Cindy Scymanski, CPPB, Buyer, 970-962-2696, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding holidays, or via e-mail at: [scymac@ci.loveland.co.us](mailto:scymac@ci.loveland.co.us)

First Advertised: Loveland Reporter Herald, October 30, 2004

# BID NOTICE

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## INSTRUCTIONS TO BIDDERS/OFFERORS

### 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.

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### 2. AGENCIES

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

### 3. BIDDER/OFFEROR 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/Offerors 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/Offeror must submit an original Bid and additional copies as required on the forms attached. The Bidder/Offeror 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/OFFEROR

Any deviation from this specification **MUST** be noted in detail, and submitted in writing on or with 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 specification will hold the Bidder/Offeror 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/Offeror's name should be clearly shown on each document.

## INSTRUCTIONS TO BIDDERS/OFFERORS

### 6. BIDDER/OFFEROR REPRESENTATION

Each Bidder/ Offeror 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/Offerors. 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)/ Offeror(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/ Offeror 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

## INSTRUCTIONS TO BIDDERS/OFFERORS

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/Offeror shall affect 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/Offeror 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 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/Offeror 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/Offeror 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.

## INSTRUCTIONS TO BIDDERS/OFFERORS

### 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)/Offeror(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/Offeror 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, e-mailed 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. Bidding firms will be expected to allow adequate time for delivery

## INSTRUCTIONS TO BIDDERS/OFFERORS

of their Bid either by airfreight, 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/Offeror.

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### 23. COOPERATIVE BIDDING

Other governmental agencies including state agencies, special districts, counties, municipalities and school districts, etc., 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 will notify the vendor(s) and the Agency wishing to participate, in writing.

## TECHNICAL INSTRUCTIONS COLLECTIVE

### 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.

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### 2. WARRANTIES

Bidder/Offeror 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/Offeror'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/Offeror'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/Offeror shall, with respect to any device or composition of Bidder's/Offeror's design or Bidder's/Offeror'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/Offeror 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/Offeror 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 /Offeror of such termination and specifying the effective date of

## TECHNICAL INSTRUCTIONS COLLECTIVE

termination. In that event, all finished or unfinished services, reports or other materials prepared by the successful Bidder/Offeror shall, at the option of the Agency, become its property, and the successful Bidder/Offeror 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/Offeror 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/Offeror covered by the award, less payments of compensation previously made. If the award is terminated due to the fault of the successful Bidder/Offeror, 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/Offeror 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/Offeror shall obtain all appropriate tax exemption certificates from the Agencies.

## TECHNICAL INSTRUCTIONS COLLECTIVE

### 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.

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### 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 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

## TECHNICAL INSTRUCTIONS COLLECTIVE

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

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The FOB point shall in all cases be destination(s). Bidders are to show freight delivery costs separately for each Agency based on the assumed quantities and ship dates listed. Delivery costs for each Agency are to be attached on a separate sheet of paper and attached to your response. Individual Agency's reserve the right to direct the shipping method and carrier on an FOB Ship Point, if they determine it is in their best interests.

### 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.

## TECHNICAL INSTRUCTIONS COLLECTIVE

**Vendors are advised to read the entire bid document to become aware of all items that are required. Bids submittals not containing all required information, samples, etc. May be found non-responsive.**

- 1) Bids are requested for Reflective glass beads, furnished and delivered, ordered on an "as needed" basis (or as indicated in the schedule) for the period from date of award through January 1, 2006. Prices shall be firm through January 1, 2006. Pricing may be renewed or extended for three (3) additional twelve (12) month periods, contingent upon future years funding at the discretion of the participating agencies and the agreement of the awardee(s).
- 2) All bids must be FOB destination, freight paid to the delivery locations listed. Any Agency may exercise the option to change to FOB Shipping Point with the freight cost difference deducted from the quoted FOB Destination price. All delivery days listed exclude holidays.
- 3) Beads must conform to Colorado Department of Transportation's "Standard Specifications for Road and Bridge Construction, 1999" (or latest revision thereof) Section 713.08, as follows:
  - i) **713.08 Glass Beads for Traffic Markings.** Glass beads for Traffic Paint shall conform to AASHTO M247, Type 1 or Type 2, non-flotation grade.
  - ii) Glass beads for Thermoplastic Pavement marking shall conform to AASHTO M 247, Type 1.
  - iii) Glass beads for epoxy pavement marking shall conform to AASHTO M247, Type 1. The beads shall be silicon treated to meet the requirements of section 4.4.2 of AASHTO M 247.
- 4) Glass beads shall be furnished in fully identified containers and shall be free of extraneous material or clumps.
- 5) Glass beads for Methyl Methacrylate pavement marking shall conform to AASHTO M 247, Type 1 non-flotation and shall be applied by the first bead applicator.
- 6) Glass beads applied by the second bead applicator shall be AASHTO M 247, type 1 silane coated (AC-02) flotation beads.
- 7) Prices are requested for all locations on several types and will be ordered at the Agencies option. Projected requirements for the 2005 striping season are given when available, otherwise quantities are estimates based on previous requirements. MAPO reserves the right to award bid in part or total, and in the best interest of the Agencies. While quantities are believed to be firm, the Agencies reserve the right to increase or decrease individually as needed to meet budget and project requirements at the bid price.
- 8) A performance bond from a Surety licensed by the State of Colorado for 100% of total award is required of the **SUCCESSFUL bidder within 10 working days after notification of intent to award by the sponsoring MAPO Agency.** The bond shall list all the participating agencies named on this bid and shall be sent to the sponsoring agency. The bond will serve as a security bond against products not meeting specifications, non-conformance with delivery time frames or schedules, non-conformance with state delivery vehicles, not meeting packaging requirements, and all

## TECHNICAL INSTRUCTIONS COLLECTIVE

- 9) Packaging:
- a) Bags shall conform to all applicable CDOT rules and regulations.
  - b) The bags shall not have a pour spout. The top and bottom seams shall be reinforced, glued, or sewn in a manner to prevent leakage.
  - c) The bag shall consist of 2 each, 40# strength, natural KRAFT sheets, and 2 each, 50# strength, natural KRAFT sheets as a minimum.
  - ~~d) The bag shall have a plastic liner.~~
  - e) The bag will contain 50 pounds of beads-NET WEIGHT.
  - f) Bulk containers must be designed specifically for the transportation and outside storage of glass beads. The container must be forklift accessible. The container shall be made of a "Fiberboard" type material and lined with plastic. The pallets shall be of a solid top, or a 1/4" plywood board must be placed between the pallet and the container. The container shall be banded to the pallet. The container shall conform to all applicable DOT rules and regulations.
  - g) The container will contain 2,000 pounds of beads-NET WEIGHT.
  - h) Bags shall be on 4-way pallets, approximately 40 bags per pallet, and pallets shall be plastic shrink wrapped. Bulk containers shall be wrapped if necessary to prevent water contamination. Use of broken pallets is discouraged. Loads must be protected by tarps if necessary to prevent damage to beads by weather, air movement or exposure to other damaging elements.
  - i) Shipments exhibiting visible spillage or damage will not be accepted or unloaded and will be returned at vendor's expense.
- 10) NOTIFICATION: The individual special conditions address delivery, contact information and notification requirements. Shipments that arrive without proper notification, or not on time, will not be unloaded until the next working day. Full labor charges will be assessed the vendor for expenses incurred by the affected agencies due to improper or untimely delivery. Deliveries will be accepted on days and times indicated on the pricing schedule.
- 11) SAMPLES: The Agencies reserve the right to take random samples at any time. Material not to specifications will be replaced at vendor expense.
- 12) CONTAINER WEIGHTS: The Agencies reserve the right to check weights at any time. Material not to specification will be replaced at vendor expense. It is likely that all shipments will be weighed by the Colorado Department of Agriculture, Division of Weights and Measures. Vendor is responsible for any fines or corrective action imposed. In addition, vendor must replace, at their expense and in a timely fashion, product not received. Standard practice will be to average test results for random (bag) weighing, then to apply any deviation (less than zero) to that entire shipment. Vendor will round up (replacement beads) to next full bag. At the Agencies option, light weight bulk containers will be replaced at vendor's expense or the Agencies may allow bag replacement for the difference. Continued infractions may be cause to implement "Breach of Contract" proceedings.

## TECHNICAL INSTRUCTIONS COLLECTIVE

### 13) DELIVERIES:

- a) If deliveries are by flatbed trailer, the unit shall have removable sides and be of open design. As weather conditions dictate, loads must be "taped" to prevent water contamination or damage. Agency representatives will completely unload flatbed trailers. If deliveries are by van trailers, **THE DRIVER SHALL TAILGATE DELIVERIES COMPLETELY. THE AGENCIES WILL ONLY UNLOAD IF THE MATERIAL IS AT THE TAILGATE. THE DRIVER MUST TAILGATE DELIVERY WITHOUT THE USE OF AGENCY LABOR OR EQUIPMENT.**
  - b) Inability or refusal of the driver to tailgate the material in a timely fashion (so as not to delay the unloading process) will result in the vendor being assessed full labor and equipment charges (from standard rates) which the Agency(ies) incur as a result of having to use its forces or equipment to tailgate the material. In the event of the inability or refusal of the driver to tailgate the material in a timely fashion, the Agencies shall not incur any demurrage or downtime charges for the truck or the driver. Agency employees may terminate their work day at the end of their normal shift and complete unloading the next working day. Any charges incurred by the Agencies will be deducted from current invoices. Repeated occurrences will be cause for review of award, possible cancellation, or other action as appropriate.
  - c) The required delivery vehicle is listed for each item. Substitutions by the vendor at any time during the delivery period will not be permitted. Deliveries attempted with other than the specified delivery vehicle will be refused.
  - d) If vendor is unable to provide specified type of delivery vehicle, besides initiating breach of contract proceedings, the Agencies will make arrangements with a carrier of our choosing for the specified type of delivery vehicle and bill the vendor for all costs incurred, including "deadheading" if necessary, to pick up the beads at vendor's location and deliver to Agency locations.
- 14) As the Colorado striping season is short, and as the Agencies striping operations are dependent upon beads, at the Agencies option, the following action(s), or combinations thereof, may be taken for failure to meet specifications:
- a) Beads are replaced at vendor's expense.
  - b) Formal "Breach of Contract" proceedings are implemented.
  - c) The Agencies may acquire necessary beads from another source with all material cost differences chargeable to the vendor failing to provide products meeting specifications.
  - d) Action is taken against vendor's performance bond.
  - e) Vendor is responsible for all damages incurred by the Agencies, including incidental and consequential damages, as a result of vendor's failure to meet specification.

15) **BILLING:** Invoices shall reflect only the net weight of beads delivered and accepted.

## TECHNICAL INSTRUCTIONS INDIVIDUAL

NOTE: Each Bidder/Offeror may use contacts listed below to obtain information on physical delivery points and/or to schedule site visitations. The Agencies will not consider objections to handling facilities after Bid opening.

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Agency Name: Adams County    Contact: Dale Arpin    Phone number: 303.853.7129

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Delivery address: 4955 E 74<sup>th</sup> Ave  
Commerce City CO 80022

Delivery notice: 24 hours    Delivery hours: 7:30 a.m. to 3:30 p.m.

Delivery days: Monday through Friday    Delivery method: Either Flatbed or van trailers

Quantity, type and delivery schedule:

Moisture resistant: 36000 lbs in 18 ea 2000 lb containers

Required delivery: All in single shipment - Date to be determined.

## TECHNICAL INSTRUCTIONS INDIVIDUAL

NOTE: Each Bidder/Offeror may use contacts listed below to obtain information on physical delivery points and/or to schedule site visitations. The Agencies will not consider objections to handling facilities after Bid opening.

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Agency Name: City of Arvada      Contact: Larry Foltz

Phone number: 720.898.7751

Delivery address: 6701 Indiana St  
Arvada CO 80007

Delivery notice: 24 hours      Delivery hours: 7:00 a.m. to 2:00 p.m.

Delivery days: Monday through Friday      Delivery method: Flat bed only

Quantity, type and delivery schedule:

Moisture resistant, Type 1: 30,000 lbs in 15 ea 2000 lb containers on wood skids. Ship dates to be determined.

## TECHNICAL INSTRUCTIONS INDIVIDUAL

NOTE: Each Bidder/Offeror may use contacts listed below to obtain information on physical delivery points and/or to schedule site visitations. The Agencies will not consider objections to handling facilities after Bid opening.

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Agency Name: City of Aurora      Contact: Chris Carnahan

Phone number: 303.326.8227

Delivery address: 14303 E Hampden Ave.  
Aurora CO 80014

Delivery notice: 24 hours      Delivery hours: 8:00 a.m. to 3:00 p.m.

Delivery days: Monday through Friday      Delivery method: Flatbed only

Quantity, type and delivery schedule:

Type 2, Flotation: 10000 lbs in 200 ea 50 lb bags

Moisture resistant: 50000 lbs in 25 ea 2000 lb containers.

Delivery: Deliver all by July 1, 2005

## TECHNICAL INSTRUCTIONS INDIVIDUAL

NOTE: Each Bidder/Offeror may use contacts listed below to obtain information on physical delivery points and/or to schedule site visitations. The Agencies will not consider objections to handling facilities after Bid opening.

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Agency Name: City of Broomfield Contact: Rudy Cesena

Phone number: 303.464.5672

Delivery address: 3001 W 124<sup>th</sup> Ave  
Broomfield CO 80020

Delivery notice: 24 hours Delivery hours: 7:00 a.m. to 3:00 p.m.

Delivery days: Monday through Friday Delivery method: Flatbed or van trailer

Quantity, type and delivery schedule:

Moisture resistant: 32,000 lbs in 16 ea 2000 lb containers delivered in one shipment date to be determined

## TECHNICAL INSTRUCTIONS INDIVIDUAL

NOTE: Each Bidder/Offeror may use contacts listed below to obtain information on physical delivery points and/or to schedule site visitations. The Agencies will not consider objections to handling facilities after Bid opening.

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Agency Name: City of Durango    Contact: Rollin Sanford

Phone number: 970.375.4839

Delivery address: 105 Sawyer Dr.  
Durango CO 81301

Delivery notice: 24 hours    Delivery hours: 8:30 a.m. to 4:00 p.m.

Delivery days: Monday through Friday    Delivery method: Either Flatbed or Van trailer

Quantity, type and delivery schedule:

Type 2, non-flotation: 10000 lb in 5ea 2000 lb container. Delivery to be determined at a later date.

## TECHNICAL INSTRUCTIONS INDIVIDUAL

NOTE: Each Bidder/Offeror may use contacts listed below to obtain information on physical delivery points and/or to schedule site visitations. The Agencies will not consider objections to handling facilities after Bid opening.

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Agency Name: El Paso County D.O.T. Contact: Mike Peck

Phone number: 719.520.6460

Delivery address: 3460 N. Marksheffel Rd.  
Colorado Springs, CO 80922

Delivery notice: 24 hours Delivery hours: 7:30 a.m. to 4:00 p.m.

Delivery days: Monday through Friday Delivery method: Either flatbed or van trailers

Quantity, type and delivery schedule:

**Type 2, Flotation: 130200 lbs in 2604 ea 50 lb bags. Delivery to be determined at a later date.**

## TECHNICAL INSTRUCTIONS INDIVIDUAL

NOTE: Each Bidder/Offeror may use contacts listed below to obtain information on physical delivery points and/or to schedule site visitations. The Agencies will not consider objections to handling facilities after Bid opening.

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Agency Name: City of Ft. Collins Contact: Richard Brewbaker

Phone number: 970.221.6792

Delivery address: 625 9<sup>th</sup> St  
Ft. Collins, CO 80522

Delivery notice: 24 hours Delivery hours: 7:30 a.m. to 3:30 p.m.

Delivery days: Monday through Friday Delivery method: Flatbed Only

Quantity, type and delivery schedule:

Type 2, non-flotation: 70000 lbs in 35 ea 2000 lb bulk containers. Delivery to be determined at a later date.

## TECHNICAL INSTRUCTIONS INDIVIDUAL

NOTE: Each Bidder/Offeror may use contacts listed below to obtain information on physical delivery points and/or to schedule site visitations. The Agencies will not consider objections to handling facilities after Bid opening.

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~~Agency Name: City of Grand Junction Contact: Rick Ripley~~

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Phone number: 970.244.1573

Delivery address: 2549 River Rd.  
Grand Junction, CO 81505

Delivery notice: 24 hours Delivery hours: 8:00 a.m. to 4:00 p.m.

Delivery days: Monday through Friday Delivery method: Van trailer only

Quantity, type and delivery schedule:

Moisture resistant: 48000 lbs in 24 ea 2000 lb containers. Delivery to be determined at a later date.

## TECHNICAL INSTRUCTIONS INDIVIDUAL

NOTE: Each Bidder/Offeror may use contacts listed below to obtain information on physical delivery points and/or to schedule site visitations. The Agencies will not consider objections to handling facilities after Bid opening.

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Agency Name: Jefferson County    Contact: Karen Hernlund

Phone number: 303.271.5285

Delivery address: 21401 Golden Gate Canyon Road  
Golden CO 80403

Delivery notice: 24 hours    Delivery hours: 7:00 a.m. to 4:00 p.m.

Delivery days: Monday through Thursday    Delivery method: Flatbed trailer only

Quantity, type and delivery schedule:

Moisture resistant: 120000 lbs in 60 ea 2000 lb containers. Delivery to be determined at a later date.

## TECHNICAL INSTRUCTIONS INDIVIDUAL

NOTE: Each Bidder/Offeror may use contacts listed below to obtain information on physical delivery points and/or to schedule site visitations. The Agencies will not consider objections to handling facilities after Bid opening.

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Agency Name: City of Lakewood Contact: Terri Haley

Phone number: 303.987.7999

Delivery address: 1060 Quail St  
Lakewood CO 80215

Delivery notice: 24 hours Delivery hours: 7:30 a.m. to 2:00 p.m.

Delivery days: Monday through Friday Delivery method: Flatbed only

Quantity, type and delivery schedule:

Type 1, Moisture resistant: 40000 lbs in 20 ea 2000 lb containers. Delivery to be between March 1 and March 23, 2005.

## TECHNICAL INSTRUCTIONS INDIVIDUAL

NOTE: Each Bidder/Offeror may use contacts listed below to obtain information on physical delivery points and/or to schedule site visitations. The Agencies will not consider objections to handling facilities after Bid opening.

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Agency Name: City of Loveland Contact: Jerry Hatten

Phone number: 970.962.2734

Delivery address: 200 N Wilson Ave.  
Loveland CO 80537

Delivery notice: 48 hours Delivery hours: 7:00 a.m. to 3:00 p.m.

Delivery days: Monday through Thursday Delivery method: Flatbed trailer only

Quantity, type and delivery schedule:

Type 1, Moisture resistant: 36000 lbs in 18 ea 2000 lb bulk containers. Delivery dates not yet determined.

## TECHNICAL INSTRUCTIONS INDIVIDUAL

NOTE: Each Bidder/Offeror may use contacts listed below to obtain information on physical delivery points and/or to schedule site visitations. The Agencies will not consider objections to handling facilities after Bid opening.

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Agency Name: City of Northglenn      Contact: Chris Trinnier

Phone number: 303.450.4002

Delivery address: 12323 Claude Ct.  
Northglenn CO 80241

Delivery notice: 24 hours    Delivery hours: 8:00 a.m. to 3:00 p.m.

Delivery days: Monday through Friday    Delivery method: Flatbed or van trailer

Quantity, type and delivery schedule:

**Type 2, non-flotation: 10000 lbs in 200 ea 50 lb bags. Delivery to be determined at a later date.**

## TECHNICAL INSTRUCTIONS INDIVIDUAL

**NOTE: Each Bidder/Offeror may use contacts listed below to obtain information on physical delivery points and/or to schedule site visitations. The Agencies will not consider objections to handling facilities after Bid opening.**

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**Agency Name: City of Wheat Ridge      Contact: Greg Knudson**

**Phone number: 303.205.7601**

**Delivery address: 11220 W. 45<sup>th</sup> Ave.  
Wheat Ridge, CO 80033**

**Delivery notice: 24 hours      Delivery hours: 8:00 a.m. to 2:00 p.m.**

**Delivery days: Monday through Friday      Delivery method: Flatbed only**

**Quantity, type and delivery schedule:**

**Type 2, non-Flotation: 2500 lb in 50 ea 50 lb bags. Delivery to be determined at a later date.**

**Type 2, flotation:      2500 lb in 50 ea 50 lb bags. Delivery to be determined at a later date.**

**TECHNICAL INSTRUCTIONS  
INDIVIDUAL**

NOTE: Each Bidder/Offeror may use contacts listed below to obtain information on physical delivery points and/or to schedule site visitations. The Agencies will not consider objections to handling facilities after Bid opening.

Agency Name: Larimer County    Contact: Bill Gleiforst

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Phone number: 970.498.5707

Delivery address: 614 East Vine Drive  
Fort Collins, CO 80524

Delivery notice: 24 hours    Delivery hours: 7:00 a.m. to 3:00 p.m.

Delivery days: Monday through Friday    Delivery method: Flatbed only

Quantity, type and delivery schedule:

Type 2 with Moisture proof coating: 120,000 lbs in 50 ea 2,400 lb sling sacks delivered in three shipments (truckloads) first shipment in March with other shipments as needed. determined