
REQUEST NO.
FTL100701

**CITY COUNCIL OF FORT LUPTON, STATE OF COLORADO,
BY AND THROUGH ITS FINANCE DIRECTOR**

DATE: March 17, 2009

**THIS DOCUMENT CONTAINS GENERAL INFORMATION FOR THE PURCHASING
PROCESS OF THE CITY OF FORT LUPTON. ALL ITEMS MAY NOT BE APPLICABLE.
ACTUAL BID SPECIFICATIONS WILL BE FOUND FOLLOWING PAGE 5.**

I. NOTICE TO BIDDERS

- A. The City of Fort Lupton of the County of Weld, State of Colorado, by and through its Finance Director, wishes to lease or lease/purchase the following:

Poured Flooring – Recreation Center

- B. Sealed or faxed bids the above stated merchandise, equipment, and/or services will be received at the office of the City of Fort Lupton Finance Director, 130 South McKinley Avenue, Fort Lupton, Colorado, 80621 until: **WEDNESDAY JULY 14th @ 10:00 A.M.**
- C. **It is tentatively scheduled that the City Council will address this acquisition on August 9, 2010.**

II. INVITATION TO BID

- A. The City of Fort Lupton of the County of Weld, State of Colorado, by and through its Finance Director, requests bids for the purchase of the above-listed merchandise, equipment, and/or services.
- B. Said product shall be for the benefit of: **CITY OF FORT LUPTON, 130 S. McKinley Ave., FORT LUPTON, COLORADO 80621.**
- C. Bids shall include any and all charges for freight, delivery, containers, packaging, less all taxes and discounts, and shall, in every way, be the total net price which the bidder will expect the City of Fort Lupton to pay if awarded the bid.
- D. All bids must be sealed in envelopes that have the bid number and title of the bid typed or printed in plain sight. One original and one copy of the Bid must be submitted at the time of the bid opening. One complete bid document, which will be the only official copy of the bid, shall be filed at the finance department. After certification of the bid, by finance, the other copy will be sent to the applicable department(s) for review. Bids may be faxed to 303-857-6090 attention finance; and the vendor must include the following statement on the facsimile, **"I hereby waive my right to a sealed bid"**. (If faxing your bid, please send hard copy of bid for our files).

III. INSTRUCTIONS TO BIDDERS

- A. Bids shall be typewritten or written in ink on forms prepared by the City of Fort Lupton Finance Department. Each bid must give the full business address of bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of the incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president," "secretary," "agent," or other title without disclosing his principal, may be held to be the bid of the individual signing. When requested by the Finance Director, satisfactory evidence of the authority of the officer signing in behalf of a corporation shall be furnished. All corrections or erasures shall be initialed by the person signing the bid. All bidders shall agree to comply with all of the conditions, requirements, specifications, and/or instructions of this bid as stated or implied herein. All designations and prices shall be fully and clearly set forth. All blank spaces in the bid forms shall be suitably filled in.
- B. Bids may be withdrawn upon written request to the Finance Director received from bidders prior to the time fixed for opening. Negligence on the part of bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
- C. Bidders are expected to examine the conditions, specifications, and all instructions contained herein. Failure to do so will be at the bidder's risk.
- D. Bidders shall not stipulate in their proposals any conditions not contained in the instructions and specifications herein unless specifically requested by the special instructions attached hereto. Any proposal which fails to comply with the letter of the instructions and specifications herein may be rejected.
- E. Late or unsigned bids may not be accepted or considered. It is the responsibility of the bidder to ensure that the bid arrives in the City of Fort Lupton Finance Department on or prior to the time indicated in Section I., entitled "Notice to Bidders."
- F. When approximate quantities are stated, the City of Fort Lupton reserves the right to increase or decrease quantity as best fits its needs.
- G. Whenever requested, samples or descriptive matter shall be filed prior to the opening of bids.
- H. Any item supplied to the City of Fort Lupton shall be new and of the manufacturer's current model unless otherwise specified.
- I. In accordance with purchasing procedures of the City of Fort Lupton, the Council will give preference to residents of the City of Fort Lupton in all cases where said bids are

competitive in price and quality. It is also understood that the Council of the City of Fort Lupton will give preference to suppliers from the State of Colorado, in accordance with Section 30-11-110, CRS, when it is accepting bids for the purchase of any books, stationery, records, printing, lithographing or other supplies for any officer of the City.

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- J. All discounts shall be figured from the date of delivery and acceptance of the articles, or in the case of an incorrect invoice, from the date of receipt of corrected invoice, if this be subsequent to delivery and acceptance.
- K. Substitutions or modifications to any of the terms, conditions, or specifications of this bid package which are made by the City of Fort Lupton, after the bids have been distributed to prospective bidders, and prior to the date and time of bid opening, will be made in writing and signed by Finance Director. No employee of the City of Fort Lupton is authorized in any way to modify any of the terms, conditions, or specifications of this bid without written approval of said Finance Director. This is not to imply that bids will not be accepted or considered with specifications which are different from those herein. Any item which does not meet all the terms, conditions, or specifications of this bid, must be clearly indicated on a separate sheet of paper, attached to the bid specification and proposal sheets and returned with the bid.
- L. The successful bidder shall indemnify and hold harmless the City of Fort Lupton, against all claims for royalties, for patents or suit for infringement thereon, which may be involved in the manufacture or use of the material to be furnished.
- M. All goods shall remain the property of the seller until delivered to and accepted by the City of Fort Lupton.
- N. Bids received prior to the time of opening will be kept unopened in a secure place. No responsibility will attach to the Finance Director for the premature opening of a bid not properly addressed and identified.
- O. In submitting the bid, the bidder agrees that the acceptance of any and all bids by the Council of the City of Fort Lupton within a reasonable time or period constitutes a contract. The Fort Lupton City Council, reserves the right to reject any and all bids, to waive any informalities in bids, and to accept the bid that, in the opinion of the Council, is to the best interests of the Council and of the City of Fort Lupton.
- P. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Finance Director. It is understood that it is necessary for all invoices to be made out to the City of Fort Lupton, not to the Department securing the merchandise. All invoices should be sent to: Fort Lupton Finance Department, 130 South McKinley Avenue, Fort Lupton, CO 80621.
- Q. These instructions, the proposal forms, and specifications have been developed with the hope of raising the standard of purchasing negotiations to a level wherein all transactions will be mutually satisfactory. Your cooperation is invited.

IV. DEFINITIONS

- A. "Standard": When the word "standard" is used in the specification to describe an item of

equipment or in assembly, it shall be construed to mean that item or assembly so described shall be the latest regular product of the manufacturer thereof, identified by a model or other designation, without the modification or omission of any of its usual parts or the substitution of others therefore, except as hereafter specified, details, capacities and ratings, conforming in every respect to the said manufacturer's catalog or other printed matter describing the item or assembly. Standard subassemblies, accessories, fittings, and finishes shall be construed to be those which are regularly furnished as part of the principle unit or assembly and included in the selling price thereof.

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- B. "Reputable Manufacturer": A manufacturer who has been engaged in the business of fabricating the equipment specified for a reasonable period of time prior to the date set for opening of bids and who can demonstrate to the satisfaction of the City of Fort Lupton that said manufacturer has successfully installed equipment of the type proposed to be furnished in at least three (3) instances and the performance of such equipment has been satisfactory. Manufacturers having been engaged in the business of manufacturing said equipment for a period of one (1) year prior to the date affixed for opening bids shall, prima facie, be deemed to have been engaged in such business a reasonable length of time.
- C. "Or Equal": The specific equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude manufacturer's equipment of comparable quality, design, and efficiency.

V. GENERAL SPECIFICATIONS, CONDITIONS AND INFORMATION

- A. Design: Any equipment to be purchased shall be the manufacturer's latest model of production. Said equipment shall be of superior quality and suitable to the use for which it is intended. The technical design shall be in line with the best practice in the industry and the materials and workmanship entering into the construction shall be of the kinds and qualities which will ensure long life, dependability, and low cost of maintaining and repairing.
- B. Pre-delivery Service: Office equipment is to be delivered, as directed, unpacked, assembled, cleaned and adjusted for immediate use at a location designated by the Finance Director of the City of Fort Lupton. Motor vehicles and other items of equipment shall be ready for immediate use at the time of delivery to a designated location. The equipment shall be clean and all instruments properly adjusted. The inflation of tires must be checked, lubrication completed, the crank case checked for proper oil level, and any other servicing normally provided by dealers shall be performed. Operating and maintenance manuals shall be provided at the time of delivery. Parts and price lists shall be included when special equipment is purchased or when requested by the City of Fort Lupton.
- C. Acknowledgment and Delivery Schedule of Initial Order: Time is of the essence. Delivery date will be noted on page 6 of the bid packet. The successful bidder shall acknowledge the receipt of the order and certify delivery as scheduled.
- D. Warranty: The successful bidder shall warrant that:
 - 1. The goods to be supplied pursuant to this bid are fit and sufficient for the purpose intended;
 - 2. The goods are merchantable, of good quality, and free from defects, whether patent

or latent, in material or workmanship; and

3. The goods sold to the City of Fort Lupton pursuant to this bid conform to the minimum City specifications as established herein.

The successful bidder shall further warrant that he has title to the goods supplied and that the goods are free and clear of all liens, encumbrances, and security interests. All warranties made by the successful bidder, together with service warranties' and guarantees shall run to the City of Fort Lupton and its successors and assigns.

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- E. Service Calls in the First One Year Period: The successful bidder shall bear all costs for mileage, travel time, and service trucks used in the servicing (including repairs) of any of the goods to be purchased by the City of Fort Lupton, pursuant to this bid for as many service calls as are necessary for the first one (1) year period after said goods are first supplied to the City of Fort Lupton.
- F. General Information: Bidder shall submit with their bids the following information pertaining to the equipment upon which the bids are submitted:
 1. Detailed equipment specifications to include the warranty.
 2. Descriptive literature.

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Mr. Claud Hanes
Finance Director
130 South McKinley Avenue
Fort Lupton, Colorado 80621

Dear Mr. Hanes:

The undersigned having become familiar with the specifications for a Poured Flooring for the Recreation Center, hereby proposes to lease or lease/sell and deliver to the City of Fort Lupton as set forth the following:

BID PRICE \$ _____

TOTAL \$ _____

INSTALLATION DATE: _____

I certify that the above quotation is exclusive of any federal excise taxes and all other state and local taxes, and includes any applicable permits and fees for installation. I further certify that the items offered for intended use by the City of Fort Lupton will meet all specifications is has so indicated in this bid form. The Council of the City of Fort Lupton reserves the right to reject any or all bids, to waive any informality in bids, and to accept the bid that, in the opinion of the Council, is to the best interests of the Council and of the City of Fort Lupton. The Council of the City of Fort Lupton shall give preference to residents of Fort Lupton bidders in all cases where the bids are competitive in price and quality.

FIRM _____ BY _____

BUSINESS ADDRESS _____ TITLE _____

CITY, STATE, ZIP CODE _____ DATE _____

TELEPHONE NO. _____ FAX NO. _____ TAXPAYER I.D.# _____

DOES YOUR BID MEET OUR SPECIFICATIONS? YES ___ NO ___

CITY OF FORT LUPTON IS EXEMPT FROM COLORADO SALES TAXES. CERTIFICATE OF EXEMPTION NO.98-02812-0000. CITY OF FORT LUPTON FAX NUMBER IS #303-857-609

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SPECIFICATIONS FOR POURED FLOORING

DEPARTMENT: RECREATION CENTER

Scope of Bid
Poured Flooring for Locker Rooms, Pool Office, Lifeguard Office and Hallway areas

Provide your firm's pricing for the requested poured flooring, installation, delivery, set up, preparation and removal of existing flooring and warranty information, according to the following minimum specifications:

- 1/16th inch thick acrylic flake poured flooring system
- Area measures approximately 1649 square feet with 328 linear feet 8 inch acrylic cove base and 14 inch high acrylic cove base under locker room seats.
- These areas include the Men's & Women's Locker Room, Family Change Room, Hall, Pool Hall, Pool Office, and Lifeguard Office.
- Flooring should be seamless.

(contact Monty Schuman for detailed specifications at mschuman@fortlupton.org or call at 303-857-4200 X101)

Specification to include all standard equipment as specified in manufacture's specification and statement of warranty.

The City of Fort Lupton will be using the following criteria for evaluating all bids: Bid price; delivery date; total cost over the life; dealer's service and parts organization. Burden of proof will be dealer's if differences exist between the City's experience or Cost Reference Guide for Construction Equipment

figures.

Sign the attached certificate regarding illegal aliens.

CITY OF FORT LUPTON

**CERTIFICATION STATEMENT
REGARDING ILLEGAL ALIENS**



The Vendor, whose name and signature appear below, certifies and agrees as follows:

1. The Vendor shall comply with provisions of CRS 8-17.5-101 et seq.
2. The Vendor shall not knowingly employ or contract with an illegal alien to perform work under this purchase order or enter into a contact with a subcontractor that knowingly employs or contracts with an illegal alien.
3. The Vendor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-(2)(b)(I).
4. The Vendor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate the above referenced purchase order for breach and the Vendor shall be liable for actual and consequential damages to the City.

CERTIFIED and AGREED to this _____ day of _____, 20__.

VENDOR:

(Full Legal Name)

BY: _____

Signature of Authorized Representative(s)

VENDOR(S) CANNOT BEGIN WORK UNTIL THIS COMPLETED FORM IS RETURNED TO THE CITY OF FORT LUPTON.