

Administrative Services  
 Purchasing Division

OCT 26 2007

RECEIVED

October 11, 2007

Waste-Not Recycling  
 1065 Poplar Street  
 Loveland, CO 80537

Attn: Anita Comer

Re: Bid #5001 Recycling – Office Program

The City of Fort Collins has elected to renew Bid #5001 Recycling – Office Program for the City of Fort Collins with your firm. The terms and conditions of this renewal will be the same as stated in the original bid documents and including any recent increases. Also, please include an updated Price list for the recycling of computer equipment (monitors, CPUs, printers, scanners, copiers, fax machines), cell phones, and other electronic devices, and Document Shredding, as incorporated in our Change Order #1, for the next one-year period.

Prohibition Against Employing Illegal Aliens This paragraph shall apply to all Contractors whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work. Pursuant to Section 8-17 5-101, C.R.S., et seq., Contractor represents and agrees that

- a. As of the date of this Agreement
  - 1. Contractor does not knowingly employ or contract with an illegal alien, and
  - 2. Contractor has participated or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "Basic Pilot Program") in order to confirm the employment eligibility of all newly hired employees.
- b. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or knowingly enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Agreement.
- c. Contractor shall continue to apply to participate in the Basic Pilot Program and shall in writing verify same every three (3) calendar months thereafter, until Contractor is accepted or the public contract for services has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the Basic Pilot Program is discontinued.
- d. Contractor is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall

1 Notify such subcontractor and the City within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and

2 Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien, except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien

f Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17 5-102 (5), C.R.S

g If Contractor violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17 5-102, C.R.S the City may terminate this Agreement. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of Contractor's violation of Subsection 8-17 5-102, C.R.S


h The City will notify the Office of the Secretary of State if Contractor violates this provision of this Agreement and the City terminates the Agreement for such breach


The term will be extended for one (1) additional year, January 1, 2008 through December 31, 2008

If the renewal is acceptable to your firm, please sign this letter in the space provided and return along with a current copy of your insurance to the City of Fort Collins, Purchasing Division, within the next fifteen days. **If delivered**, please deliver to 215 North Mason Street, 2<sup>nd</sup> floor, Fort Collins, CO 80524. **If mailed**, the mailing address is P O Box 580, Fort Collins, CO 80522-0580

If this renewal is not acceptable with your firm, please send us a written notice stating that you do not wish to renew the bid. If you have any questions regarding this renewal, please contact Ed Bonnette, C P M , CPPB, Buyer, at 970-416-2247

Sincerely,

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

  
Signature

10-25-07  
Date

(Please indicate your desire to renew Bid #5001 by signing this letter and returning it with a current copy of insurance forms to Purchasing Division within the next fifteen days )

**Exhibit C**  
**Rates – Add:**

**1) Electronics and Computer Components:**

- **TVs: \$10**
- **Monitors, 19" and up: \$10**
- **Monitors, <18": \$8**
- **CPUs: \$2**
- **Printers: \$5**
- **Scanners: \$5**
- **Fax Machines: \$5**
- **Copiers: \$0.18/pound**
- **Peripherals (Mice, Keyboards, Cables, Manuals, Software, etc): No Charge**
- **Laptops: No Charge**
- **Servers: No Charge**
- **Cell Phones: No Charge**
- **UPSs: Small \$5, Medium \$10, Large \$15**
- **Other Electronics TBD**
- **Toner and Printer Cartridges: No Charge**
- **Batteries: No Charge**

**2) Document Shredding.**

- **Pickup and Offsite Shredding: \$0.08/pound**
- **Rental of Locked Cabinet or Polycart: \$3.00/month**
- **Document of Destruction supplied monthly, by Department: No Charge**